



FESIA A. DAVENPORT  
Chief Executive Officer

County of Los Angeles  
Chief Executive Office

## **PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING**

**DATE:** Wednesday, May 12, 2021  
**TIME:** 9:30 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL  
TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#**

[Click here to join the meeting](#)

### **AGENDA**

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

- 1. CALL TO ORDER**
- 2. GENERAL PUBLIC COMMENT (15 Minutes)**
- 3. INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
  - A. Board Letter:**  
APPROVAL OF CONTRACT WITH ZOLL MEDICAL CORPORATION FOR EXTENDED WARRANTY SERVICES  
Speaker(s): Christopher Anderson (Fire)
  - B. Board Letter:**  
APPROVAL OF MASTER AGREEMENTS FOR HEAVY EQUIPMENT MAINTENANCE AND REPAIR SERVICES  
Speaker(s): Christopher Anderson (Fire)
- 4. PRESENTATION/DISCUSSION ITEM(S):**
  - A. Board Letter:**  
ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AMENDMENT TO EXTEND AGREEMENT NUMBER 77655 WITH PUBLIC COMMUNICATIONS SERVICES INC. FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES  
Speaker(s): Kimberly L. Unland and Irma Santana (Sheriff)
  - B. Board Briefing:**  
OFFICE OF DIVERSION AND REENTRY BRIEFING  
Speaker(s): Peter Espinoza (ODR)

Wednesday, May 12, 2021

- C. Board Briefing:  
PSRT IMPLEMENTATION PLAN BRIEFING  
Speaker(s): Mark Delgado (CCJCC) and Howard Wong (Probation)

**5. PUBLIC COMMENTS**

**CLOSED SESSION**

**CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Michael Cusumano v. County of Los Angeles, et al.**

Los Angeles County Superior Court Case No. BC696951

Department: Sheriff's

**CS-2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Don Spencer v. County of Los Angeles, et al.**

United States District Court Case No. 2:19-CV-00808

Department: Sheriff's

**6. ADJOURNMENT**

**7. UPCOMING ITEMS:**

- A. Board Letter:  
ADOPT RESOLUTION TO AUTHORIZE PARTICIPATION IN THE CALIFORNIA  
BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM FOR FISCAL  
YEAR 2021-22  
Speaker(s): Christopher Anderson (Fire) and Jack Ewell (Sheriff)
- B. Board Letter:  
AUTHORIZATION TO EXTEND CONTRACT NUMBER 78413 WITH FENTON  
TRANSCRIBING SERVICES FOR THE LOS ANGELES COUNTY PROBATION  
DEPARTMENT  
Speaker(s): Robert Smythe (Probation)
- C. Board Briefing:  
CIVILIAN OVERSIGHT COMMISSION AND OFFICE OF INSPECTOR GENERAL  
MONTHLY BRIEFING  
Speaker(s): Brian Williams (COC) and Max Hunstman (OIG)
- D. Board Briefing:  
DJJ TRANSITION COMMITTEE BRIEFING  
Speaker(s): Brandon Nichols (Probation)

Wednesday, May 12, 2021

- E.** Board Briefing:  
EDEMS STATUS UPDATE  
Speaker(s): Tom Kooy (ISAB)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

**PUBLIC\_SAFETY\_COMMENTS@CEO.LACOUNTY.GOV**



# COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2426  
www.fire.lacounty.gov

*"Proud Protectors of Life, Property, and the Environment"*

## BOARD OF SUPERVISORS

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FOURTH DISTRICT

KATHRYN BARGER  
FIFTH DISTRICT

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

May 25, 2021

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

### **APPROVAL OF CONTRACT WITH ZOLL MEDICAL CORPORATION FOR EXTENDED WARRANTY SERVICES (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish a sole source contract with Zoll Medical Corporation (Zoll) for the continuation of an extended warranty service plan for the District's Zoll X-Series cardiac monitors.

#### **IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Approve and instruct the Fire Chief, or his designee, to sign the attached contract (Attachment A) between the District and Zoll for the continuation of a warranty services plan. The District purchased year one of an extended warranty services plan for the District's Zoll X-Series cardiac monitors directly through a purchase order; however, due to expenditure thresholds for service contracts, the remaining years will be covered under the proposed contract.
2. Authorize the maximum contract sum of \$917,873 for the three-year contract term. The maximum contract sum is comprised of (a) three contract years of \$857,873; and (b) Pool dollars of \$20,000 per contract year.

Contract expenditures are as follows:

#### **SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:**

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY  
CALABASAS

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

EL MONTE  
GARDENA  
GLENDALE  
HAWAIIAN GARDENS  
HAWTHORNE  
HERMOSA BEACH  
HIDDEN HILLS  
HUNTINGTON PARK  
INDUSTRY

INGLEWOOD  
IRVINDALE  
LA CANADA-FLINTRIDGE  
LA HABRA  
LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER

LAWDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

PICO RIVERA  
POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
VERNON  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

- Year 1: \$279,149
  - Year 2: \$289,898
  - Year 3: \$288,826
  - Pool dollars for three years: \$60,000
3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, and in accordance with the approved contract terms and conditions, and with prior review by County Counsel.
  4. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will afford the District a continuation of Zoll's extended warranty plan for an additional three years. To ensure the District's cardiac monitors are kept in maximum operational condition and available for emergency responses, this contract provides the District continued annual preventative maintenance (PM) combined with coverage of repairs for normal wear and tear of its cardiac monitors. The contract also includes discounts on batteries, accessories and cables and requires that all repairs and PM be performed in accordance with Zoll factory specifications.

Zoll's extended warranty ensures the operational readiness of the District's current cardiac X-series monitors and prevent a significant fiscal expenditure which would be required if the monitors were to be replaced. The proposed three-year contract would cover annual repair costs, parts, accessories, and Department of Health Services (DHS) required annual preventive maintenance requirements.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by maximizing the use of County assets, and ensuring that resources are expended in a responsible, efficient, and strategic manner. Zoll's extended manufacturer's warranty will extend the current life of the District's cardiac monitors.

### **FISCAL IMPACT/FINANCING**

Sufficient funding is available in the District's Fiscal Year 2021-22 Recommended Budget. There is no impact to net County cost. The District will continue to allocate the necessary funds to obtain the required services. This contract does not include an allowance for Cost of Living Adjustments (COLAs) as prices are fixed for the entire term of the contract.

The cost of the warranty will save the District money and prevent the need to purchase new monitors. It is estimated that replacing all of the Districts' cardiac monitors would cost approximately \$12,000,000.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Zoll's cardiac monitors are a crucial component to the District's mission of protecting lives. The cardiac monitors continuously monitor a patient's heart rhythm and automatically detect and record clinical arrhythmias as well as patient-initiated recordings. The monitors are military grade and meet all Emergency Medical Service (EMS) standards. The latest cardiac life support technology is packed into every cardiac monitor to meet the needs of the District's first responders.

Zoll currently provides year one of an extended warranty plan to the District under a purchase order established in April of 2020. Year one of the extended warranty plan is due to expire on May 31, 2021 and this new proposed contract will take effect June 1, 2021, allowing for no interruption in service delivery.

The attached contract provides that the District has no obligation to pay for expenditures incurred by Zoll beyond the contract payment mechanisms. Zoll will not be performing services which will exceed the contract approved amount, scope of work, and/or terms. Zoll is in compliance with all Board and Chief Executive Office (CEO) requirements, including their state of operation's equivalent of contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program, and they agree to maintain compliance with all requirements throughout the term of the contract.

The CEO's Risk Management Section reviewed the contract prior to entering into contract negotiations and concurred with the provisions relating to insurance and indemnification. The contract has been approved as to form by County Counsel and has been signed by Zoll.

## **ENVIRONMENTAL DOCUMENTATION**

The services provided through this proposed contract will not have a significant effect on the environment; and therefore, this contract is exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

## **CONTRACTING PROCESS**

On July 31, 2020, the District notified your Board of our intent to proceed with negotiating a sole source contract with Zoll. This three-year contract is a continuation of year one of Zoll's extended warranty service plan. The District has provided the Sole Source Checklist (Attachment B) approved by the CEO detailing the justification for use of a sole source contract in accordance with Board Policy 5.100, Sole Source Contracts.

Contract negotiations were finalized and Zoll agreed to comply with the County's contract terms and conditions, with exceptions aggressively negotiated by the District with assistance from County Counsel. This contract is submitted to your Board for approval with confidence that the negotiated terms are commercially reasonable and represent a minimal risk exposure to the District given Zoll's history of demonstrated reliability in providing these services.

## **IMPACT ON CURRENT SERVICES**

Approval of the recommended actions will support the District's ability to protect public health and safety by continuing to maintain its cardiac monitors.

Award of this contract will not result in the displacement of any County employees as these services are currently obtained from Zoll. This contract will not result in a reduction of service and there is no change in risk exposure to the County.

## **CONCLUSION**

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County  
Executive Office - Business Operations  
Attention: Zuleyda Santana, Administrative Services Manager II  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
[Zuleyda.Santana@fire.lacounty.gov](mailto:Zuleyda.Santana@fire.lacounty.gov)

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:cs

Attachments

c: Chief Executive Officer  
Executive Officer, Board of Supervisors  
County Counsel

# **CONTRACT**



**BY AND BETWEEN**

**CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY**

**AND**

**ZOLL MEDICAL CORPORATION**

**FOR**

**WORRY-FREE EXTENDED WARRANTY PLAN**



**SAMPLE CONTRACT PROVISIONS  
TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
<b>RECITALS</b>		<b>1</b>
<b>1</b>	<b>APPLICABLE DOCUMENTS</b>	<b>3</b>
<b>2</b>	<b>DEFINITIONS</b>	<b>3</b>
<b>3</b>	<b>WORK</b>	<b>4</b>
<b>4</b>	<b>TERM OF CONTRACT</b>	<b>5</b>
<b>5</b>	<b>CONTRACT SUM</b>	<b>5</b>
5.1	Maximum Contract Sum	5
5.2	Contract Expenditures	6
5.3	Additional Work	7
5.4	Written Approval for Reimbursement	7
5.5	No Payment for Services Provided Following Expiration-Termination of Contract	8
5.6	Invoices and Payments	9
5.7	Default Method of Payment: Direct Deposit or Electronic Funds Transfer	9
5.8	Travel	10
<b>6</b>	<b>ADMINISTRATION OF CONTRACT- DISTRICT</b>	<b>10</b>
6.1	District's Project Director	10
6.2	District's Project Manager	10
6.3	District's Contract Administrator	11
<b>7</b>	<b>ADMINISTRATION OF CONTRACT-CONTRACTOR</b>	<b>11</b>
7.1	Contractor Administration	11
7.2	Contractor's Project Manager	11
7.3	Intentionally Omitted	11
7.4	Contractor's Staff Identification	12
7.5	Background and Security Investigations	12
7.6	Confidentiality	12
<b>8</b>	<b>STANDARD TERMS AND CONDITIONS</b>	<b>14</b>
8.1	Amendments	14
8.2	Assignment and Delegation/Mergers or Acquisitions	14
8.3	Authorization Warranty	15
8.4	Intentionally Omitted	15
8.5	Complaints	15
8.6	Compliance with Applicable Law	16

8.7	Compliance with Civil Rights Laws .....	17
8.8	Compliance with the County's Jury Service Program .....	18
8.9	Conflict of Interest.....	19
8.10	Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List .....	20
8.11	Consideration of Hiring GAIN-GROW Participants .....	20
8.12	Contractor Responsibility and Debarment .....	21
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law .....	24
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program .....	24
8.15	District's Quality Assurance Plan .....	24
8.16	Damage to District Facilities, Buildings or Grounds .....	25
8.17	Employment Eligibility Verification .....	25
8.18	Counterparts and Electronic Signatures and Representations .....	25
8.19	Fair Labor Standards .....	26
8.20	Force Majeure.....	26
8.21	Governing Law, Jurisdiction, and Venue.....	26
8.22	Independent Contractor Status .....	27
8.23	Indemnification.....	27
8.24	General Provisions for all Insurance Coverage.....	28
8.25	Insurance Coverage .....	32
8.26	Re-Performance Remedy .....	33
8.27	Intentionally Omitted .....	33
8.28	Nondiscrimination and Affirmative Action.....	33
8.29	Non-Exclusivity .....	34
8.30	Notice of Delays.....	34
8.31	Notice of Disputes.....	35
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....	35
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law .....	35
8.34	Notices.....	35
8.35	Prohibition Against Inducement or Persuasion .....	35
8.36	Public Records Act .....	36
8.37	Publicity .....	36
8.38	Record Retention and Inspection-Audit Settlement .....	37
8.39	Recycled Bond Paper .....	38

8.40	Subcontracting.....	38
8.41	Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program.....	38
8.42	Termination for Convenience.....	39
8.43	Termination for Default .....	39
8.44	Termination for Improper Consideration .....	41
8.45	Termination for Insolvency.....	41
8.46	Termination for Non-Adherence of County Lobbyist Ordinance.....	42
8.47	Termination for Non-Appropriation of Funds.....	42
8.48	Validity .....	42
8.49	Waiver.....	42
8.50	Warranty Against Contingent Fees .....	46
8.51	Warranty of Compliance with County’s Defaulted Property Tax Reduction Program.....	43
8.52	Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program .....	43
8.53	Outstanding Balance for Services.....	44
8.54	Compliance with County’s Zero Tolerance Policy on Human Trafficking ..	44
8.55	Intentionally Omitted .....	44
8.56	Compliance with Fair Chance Employment Practices .....	44
8.57	Compliance with the County Policy of Equity.....	44
<b>9</b>	<b>UNIQUE TERMS AND CONDITIONS.....</b>	<b>45</b>
9.1	Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) ...	45
9.2	Intentionally Omitted .....	46
9.3	Intentionally Omitted .....	46
9.4	Mandatory Requirement to Register on County's WebVen.....	46
9.5	Intentionally Omitted .....	46
9.6	Modifications.....	46
9.7	Remedies of Non-Compliance .....	46
	<b>SIGNATURES .....</b>	<b>47</b>

## **STANDARD EXHIBITS**

- A Statement of Work
- B Pricing Sheet
- C *Intentionally Omitted*
- D Contractor's EEO Certification
- E District's Administration
- F Contractor's Administration
- G Contractor Acknowledgement and Confidentiality Agreement
- H Jury Service Ordinance
- I Safely Surrendered Baby Law
- J Worry-Free Service Plan: X Series

**CONTRACT BY AND BETWEEN  
CONSOLIDATED FIRE PROTECTION DISTRICT  
OF LOS ANGELES COUNTY  
AND  
ZOLL MEDICAL CORPORATION  
FOR A  
WORRY-FREE EXTENDED WARRANTY PLAN**

This Contract ("Contract") made and entered into this 1<sup>ST</sup> day of June, 2021 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and ZOLL Medical Corporation, hereinafter referred to as "Contractor." Contractor is located at 269 Mills Road, Chelmsford, MA 01824-4105.

**RECITALS**

WHEREAS, the District may contract with private businesses for specialized services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing maintenance, repair, products and warranty related services for ZOLL X-Series Monitors/Defibrillators; and

WHEREAS, the District is authorized under Health and Safety Code Section 13861 to contract for services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Sheet
- 1.3 Exhibit C - *Intentionally Omitted*
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - District's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law
- 1.10 Exhibit J - Worry-Free Service Plan: X Series

## 2 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Additional Work:** Services performed outside of warranty coverage which may be provided by the Contractor in accordance with Paragraph 3.2, Additional Work.
- 2.2 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.

- 2.3 Contract:** This agreement executed between District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work
- 2.4 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the District to perform or execute the work covered by this contract.
- 2.5 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.6 County:** The County of Los Angeles, a political subdivision of the State of California.
- 2.7 District:** The Consolidated Fire Protection District of Los Angeles County.
- 2.8 District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District's Project Manager.
- 2.9 District Project Manager:** Person designated by District's Project Director to manage the operations under this contract.
- 2.10 Pool Dollars:** The amount allocated under the Contract for the provision by the Contractor of work outside of warranty approved by the District in accordance with the terms of the Contract.
- 2.11 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.12 Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.13 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.14 Day(s):** Calendar day(s) unless otherwise specified.

- 2.15 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### 3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 **Additional Work (Out of Warranty)**

If Contractor determines that a repair is required and a device is not covered under warranty, Contractor will request District authorization to repair the device and repairs will be considered "Additional Work."

Additional Work shall utilize and be capped by the available Pool Dollars. In no event shall the District be obligated to pay in excess of the then-available Pool Dollars for Additional Work, nor shall the Contractor be required to perform any Additional Work for which there are no Pool Dollars available to pay to the Contractor.

- 3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the District.

### 4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years from **June 1, 2021 through May 31, 2024.** Contract shall only commence after approval by County's Board of Supervisors, and execution by the Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The Contractor shall notify the District when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E - District's Administration.

### 5 CONTRACT SUM

5.1 **Maximum Contract Sum**

The maximum amount the District shall expend from its own funds during the total Contract term shall not exceed the total maximum amount of **\$917,873**. The total Contract term is three (3) years. The



Maximum Contract Sum includes Extended Warranty Costs, Pool Dollars and all applicable taxes.

The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc.

This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.

5.1.1 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.

## **5.2 Contract Expenditures**

### **5.2.1 Worry-Free Extended Warranty Costs**

Prices based on total FOUR (4) Year Worry-Free contract. Year One (1) on separate purchase order dated: June 1, 2020 to May 31, 2021.

Contract Year 2 of 4 (June 1, 2021 through May 31, 2022):  
**\$279,149**

Contract Year 3 of 4 (June 1, 2022 through May 31, 2023):  
**\$289,898**

Contract Year 4 of 4 (June 1, 2023 through May 31, 2024):  
**\$288,826**

**Three-year total Extended Warranty Costs: \$857,873**

**5.2.2 Pool Dollars (Out of Warranty Repairs only)**

Contract Year 1 (June 1, 2021 through May 31, 2022): \$20,000

Contract Year 2 (June 1, 2022 through May 31, 2023): \$20,000

Contract Year 3 (June 1, 2023 through May 31, 2024): \$20,000

**Three-year total Pool Dollars: \$60,000**

**5.3 Additional Work**

If Contractor determines that a repair is required and a device is not covered under warranty, Contractor will request District authorization to repair the device. Out of warranty repairs shall utilize and be capped by available Pool Dollars and shall be considered "Additional Work."

**5.4 Written Approval for Reimbursement**

5.4.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the District's express prior written approval.

**5.5 No Payment for Services Provided Following Expiration-Termination of Contract**

5.5.1 The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract assuming all invoices owed are submitted for payment. Should the Contractor receive any such over-payment it shall immediately notify District and shall immediately repay all such funds to District. Payment by District for services

rendered after expiration-termination of this Contract shall not constitute a waiver of District's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

## **5.6 Invoices and Payments**

- 5.6.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.6.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet).
- 5.6.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.6.4 The Contractor shall submit the invoices to the District at the start of each service year.
- 5.6.5 Payment to Contractor shall be made, within 30 days of invoice date, and acceptance of the invoice by the District, provided that the Contractor is not in default under any provisions of this Contract. Invoice will be issued at the start of each service year and payment for that service year is non-refundable, notwithstanding anything herein to the contrary. Contractor shall email one (1) copy of the invoice to the following:
  - 1. [Dustin.Robertson@fire.lacounty.gov](mailto:Dustin.Robertson@fire.lacounty.gov) and [ffpod@fire.lacounty.gov](mailto:ffpod@fire.lacounty.gov) for review and approval of all invoices; and
  - 2. [Fire-InvoiceSubmission@fire.lacounty.gov](mailto:Fire-InvoiceSubmission@fire.lacounty.gov) for payment of all invoices.

The Contractor's invoices shall include the following:

- Contract Number
- Date(s) of Service
- For out of warranty repairs, a breakdown of labor hours and hourly rate are contained in agreed upon pricing sheet (Exhibit B). Employee Name and Employee Number of District Employee who ordered or authorized the service.
- Brief description of services.
- Signature of authorized District employee. Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

#### **5.6.6 District Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the District's Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

### **5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **5.8 Travel**

All travel-related costs are the responsibility of the Contractor. ***The District will not be responsible for paying or reimbursing Contractor for any travel related costs***

# **6 ADMINISTRATION OF CONTRACT – DISTRICT**

## **DISTRICT ADMINISTRATION**

A listing of all District Administration referenced in the following subparagraphs are designated in Exhibit E - District's Administration. The District will notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 District's Project Director**

*The responsibilities of the District's Project Director include:*

- Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to District policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.2 District's Project Manager**

The role of the District's Project Manager is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

### **6.3 District's Contract Administrator**

*The responsibilities of the District's Contract Administrator include:*

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

## **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the District in writing of any change in the names or addresses shown.

### **7.2 Contractor's Project Manager**

7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with the District's Project Manager on a regular basis.

### **7.3 Intentionally Omitted**

#### **7.4 Contractor's Staff Identification**

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge showing employment with Contractor.

#### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, shall undergo and pass a background investigation as a condition of beginning and continuing to perform services under this Contract.

If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with District's request at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.5.2 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **7.6 Confidentiality**

7.6.1 Both parties shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, to the extent directly caused by any

failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, Contractor and the District each hereby agree that any indemnification provided shall be conditioned on the following: the District shall give prompt written notice to Contractor, of the commencement or assertion of any claim in respect of which the customer will seek indemnification hereunder (each a "Claim"), which notice shall state, to the extent known to the District, the basis on which the Claim for indemnification is made, the facts giving rise to or the alleged basis of the Claim, and the amount (which may be estimated) of liability asserted by reason of the Claim; such notice shall also include a copy of the document (if any) by or in which the Claim is commenced or asserted; after receipt of such notice, any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved by District, which approval shall not be unreasonably withheld. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, District shall be entitled to retain its own counsel, including, without limitation, County Counsel. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of District without District's prior written approval.

Contractor shall not be responsible for any settlement of a Claim that it does not approve in writing; and in no event shall either party be responsible to the other for any compensation, reimbursement or damages on account of consequential damages including the loss of prospective profits or anticipated sales or for any expenditures, investments or other commitments made in connection with this Contract.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G.



## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.
- 8.1.3 The Fire Chief or his designee may at his sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 The contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.
- 8.2.2 Neither party shall assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the

District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the contractor may have against the District.

8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of District in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of either party's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the other party's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, either party shall be entitled to pursue the same remedies against the other as it could pursue in the event of default.

### **8.3 Authorization Warranty**

The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

### **8.4 Intentionally Omitted**

### **8.5 Complaints**

8.5.1 The contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

#### **8.5.2 Complaint Procedures**

8.5.2.1 Within thirty (30) business days after the Contract effective date, the contractor shall provide the

District with the contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.2.2 The District will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the District requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within five (5) business days for District approval.
- 8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the District for approval before implementation.
- 8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, to the extent directly caused by any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, Contractor and the District each hereby agree that any indemnification

provided shall be conditioned on the following: the District shall give prompt written notice to Contractor, of the commencement or assertion of any claim in respect of which the customer will seek indemnification hereunder (each a "Claim"), which notice shall state, to the extent known to the District, the basis on which the Claim for indemnification is made, the facts giving rise to or the alleged basis of the Claim, and the amount (which may be estimated) of liability asserted by reason of the Claim; such notice shall also include a copy of the document (if any) by or in which the Claim is commenced or asserted; after receipt of such notice, Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved by District, which will not be unreasonably withheld. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of District without District's prior written approval.

Contractor shall not be responsible for any settlement of a Claim that it does not approve in writing; and in no event shall either party be responsible to the other for any compensation, reimbursement or damages on account of consequential damages including the loss of prospective profits or anticipated sales or for any expenditures, investments or other commitments made in connection with this Contract.

#### **8.7 Compliance with Civil Rights Laws**

The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The contractor shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

To the extent that this Section 8.8.1 applies to the performance of this Contract, this Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. To the extent that this Section 8.8.2 applies to the performance of this Contract, unless the contractor has demonstrated to the District's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury

Service Program. If the contractor uses any subcontractor to perform services for the District under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the District if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the District's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way

attempt to unlawfully influence the District's approval or ongoing evaluation of such work.

- 8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

#### **8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List**

To the extent that this Section 8.10 applies to the performance of this Contract, should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

#### **8.11 Consideration of Hiring GAIN-GROW Participants**

- 8.11.1 To the extent that this Section 8.11 applies to the performance of this Contract, should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV)

and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

### **8.12.3 Non-responsible contractor**

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.



#### **8.12.4 Contractor Hearing Board**

- 8.12.4.1 If there is evidence that the contractor may be subject to debarment, the County will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material

evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

To the extent that this Section 8.13 applies to the performance of this Contract, the contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in

the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

#### **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

- 8.14.1 To the extent that this Section 8.14 applies to the performance of this Contract, the contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 District's Quality Assurance Plan**

The District or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the District and the contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

## **8.16 Damage to District Facilities, Buildings or Grounds**

8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by the contractor by cash payment upon demand.

## **8.17 Employment Eligibility Verification**

8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 Counterparts and Electronic Signatures and Representations**

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the parties shall be deemed to constitute

original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The District and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

### **8.19 Fair Labor Standards**

The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

### **8.20 Force Majeure**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

### **8.21 Governing Law, Jurisdiction, and Venue**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of

California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

8.22.1 This Contract is by and between the District and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the District. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all third party liability, including but not limited to demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees), to the extent directly caused by Contractor's negligence or gross negligence in the performance of the service provided under this Contract, except for such loss or damage arising from the sole negligence or willful

misconduct of the County indemnitees. In no event shall contractor be liable for indirect special or consequential damages resulting from contractor's performance or failure to perform pursuant to this contract or the furnishing, performance, or use of any equipment or software sold hereto, whether due to a breach of contract, breach of warranty, the negligence of contractor or otherwise.

## **8.24 General Provisions for all Insurance Coverage**

Without limiting Contractor's indemnification of District, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The District in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.24.1 Evidence of Coverage and Notice to District**

- 8.24.1.1 Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Additional Insured status under the Contractor's General Liability policy, shall be delivered to District at the address shown below and provided prior to commencing services under this Contract.
- 8.24.1.2 Renewal Certificates shall be provided to District within (10) days of the contractor's policy expiration dates. In the event of claim or regulatory proceeding to which the District is a party, the District reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.1.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the

Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any District required endorsement forms.

8.24.1.4 Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.1.5 Certificates and copies of any required endorsements shall be sent to:

Consolidated Fire Protection District of  
Los Angeles County  
Materials Management Division/Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001

8.24.1.6 Contractor also shall promptly report to District any injury or property damage accident or incident, including any injury to a contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to contractor. Contractor also shall promptly notify District of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers



(collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the District. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's grossly negligent or negligent acts or omissions. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of or Changes in Insurance**

Contractor shall provide District with, or contractor's insurance policies shall contain a provision that District shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the District, upon which the District may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which District immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. District, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to contractor, pursue contractor reimbursement.

#### **8.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the District with A.M. Best ratings of not less than A:VII unless otherwise approved by District.

#### **8.24.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to contractor. Any District maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

#### **8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.8 Intentionally Omitted**

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. Contractor is responsible for all Deductibles and/or Self-Insured Retentions

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.13 Alternative Risk Financing Programs**

The District reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.24.14 District Review and Approval of Insurance Requirements**

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures.

### **8.25 Insurance Coverage**

**8.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

**8.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

## **8.26 Re-Performance Remedy**

- 8.26.1 If, in the judgment of the Fire Chief or his designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, Contractor shall re-perform the non-compliant services and recertify for clinical use.
- 8.26.2 If the Fire Chief or his designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief or his designee, deems are correctable by the contractor over a certain time span, the Fire Chief or his designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Both parties agree to work together in good faith to ensure an acceptable solution in compliance with the statement of work is provided within a reasonable timeframe.
- 8.26.3 This Paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

## **8.27 Intentionally Omitted**

## **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental

disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.28.6 Intentionally Omitted**

**8.28.7 Intentionally Omitted**

8.28.8 The Contractor shall comply with all applicable anti-discrimination laws, and failure to do so shall be deemed a material breach of this Contract.

## **8.29 Non Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the contractor. This Contract shall not restrict District from acquiring similar, equal or like goods and/or services from other entities or sources.

## **8.30 Notice of Delays**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 Notice of Disputes**

The contractor shall bring to the attention of the District's Project Manager and/or District's Project Director any dispute between the District and the contractor regarding the performance of services as stated in this Contract. If the District's Project Manager or District's Project Director is not able to resolve the dispute, the Fire Chief or his designee shall resolve it.

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

To the extent applicable, the contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, if applicable.

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

To the extent applicable, the contractor shall notify and provide to its employees, information regarding the Safely Surrendered Baby Law or equivalent applicable local, state or federal law.

### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - District's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the contractor and the District agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

- 8.36.1 Any documents submitted by the contractor; all information obtained in connection with the District's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the contractor agrees to defend and indemnify the District from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

- 8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 The contractor shall develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District

without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

- 8.37.2 The contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

- 8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles, and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available either electronically or physically to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time.
- 8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the District shall make a reasonable effort to maintain the confidentiality of such audit report(s). Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38



shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the contractor, then the difference shall be either: a) repaid by the contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the contractor, then the difference shall be paid to the contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

#### **8.39 Recycled Bond Paper**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### **8.40 Subcontracting**

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance written approval of the District**. Any attempt by the contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract. Contractor represents and warrants it will not be subcontracting any of its services under this Contract.

#### **8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

To the extent that this Section 8.41 applies to the performance of this Contract, failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and

remedies available to the District under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

#### **8.42 Termination for Convenience**

8.42.1 This Contract may be terminated by District with ninety (90) days written notice to Service Contracts Department. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the date upon which such termination becomes effective 8.42.2. All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

#### **8.43 Termination for Default**

8.43.1 The District may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. If applicable, the contractor may continue the

performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 The Contractor may, by written notice to the District, terminate the whole or any part of this Contract, if:

8.43.3.1 District has materially breached this Contract; or

8.43.3.2 District fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the Contractor may authorize in writing) after receipt of written notice from the Contractor specifying such failure.

8.43.4 The contractor shall not be liable for its failure to perform on this Contract if the reason arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor.

8.43.5 If, after a party has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by that party that the other party was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.6 The rights and remedies of the parties provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

- 8.44.1 Either party may, by written notice to the other party, immediately terminate the right to proceed under this Contract if it is found that consideration, in any form, was offered or given and authorized by a party, either directly or through an intermediary, to any District or Contractor officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the performance pursuant to this Contract. In the event of such termination, the either party shall be entitled to pursue the same remedies against the other party as it could pursue in the event of default.
- 8.44.2 Either party shall immediately report any attempt by an officer or employee of the other party to solicit such improper consideration. The report shall be made either to the District manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 and/ or the appropriate ZOLL representative.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**

- 8.45.1 Either party may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - 8.45.1.1 Insolvency of the other party. A party shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - 8.45.1.2 The filing of a voluntary or involuntary petition regarding either party under the Federal Bankruptcy Code;
  - 8.45.1.3 The appointment of a Receiver or Trustee for either party; or 8.45.1.4. The execution by either

party of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

To the extent that this Section 8.46 applies to the performance of this Contract, the contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the District shall not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the District's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 Waiver**

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the District shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

To the extent that this Section 8.51 applies to the performance of this Contract, Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

To the extent that this Section 8.52 applies to the performance of this Contract, failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which District may terminate this

contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

#### **8.53 Outstanding Balance for Services**

The parties acknowledge and agree that **\$58,108.98** of the cost from previously performed Services has been carried forward to this Contract (the "Outstanding Balance"). In the event of termination of this Contract for any reason, District shall pay the Contractor all amounts due for Services performed through the date of termination, including, without limitation, any pro rata amount of the Outstanding Balance that has not already been paid by the termination date. Pro rata amounts are as shown below:

Contract Year 1: \$18,755.24

Contract Year 2: \$21,162.35

Contract Year 3: \$18,191.74

#### **8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. District will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **8.55 Intentionally Omitted**

#### **8.56 Compliance with Fair Chance Employment Practices**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History or equivalent applicable state or federal law. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

### **8.57 Compliance with the County Policy of Equity**

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Health Insurance Portability and Accountability Act of 1996 ("HIPAA")**

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.1.1 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

9.1.2 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access through willful misconduct, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against



any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

**9.2 Intentionally Omitted**

**9.3 Intentionally Omitted**

**9.4 Mandatory Requirement to Register on County's WebVen**

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven> County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

**9.5 Intentionally Omitted**

**9.6 Modifications**

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

**9.7 Remedies of Non-Compliance**

Both parties agree to comply with the requirements set forth in the entirety of this Contract. Either party's failure to comply with such requirements shall subject either party to remedies which are available under this Contract and as provided by law.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this **1<sup>st</sup> day of June, 2021.**

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By \_\_\_\_\_  
Fire Chief

By \_\_\_\_\_  
Contractor

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel



## SOLE SOURCE CHECKLIST

Department Name: Fire Department



New Sole Source Contract



Existing Sole Source Contract

Date Sole Source Contract Approved: \_\_\_\_\_

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input checked="" type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input checked="" type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

**Sheila Williams**

Digitally signed by Sheila Williams  
DN: cn=Sheila Williams, o=CEO, ou=BOMB,  
email=swilliams@ceo.lacounty.gov, c=US  
Date: 2020.07.10 09:52:08 -07'00'

Chief Executive Office

**7/10/20**

Date



# COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2426  
www.fire.lacounty.gov

*"Proud Protectors of Life, Property, and the Environment"*

## BOARD OF SUPERVISORS

HILDA L. SOLIS  
FIRST DISTRICT

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SECOND DISTRICT

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FOURTH DISTRICT

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FIFTH DISTRICT

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

May 25, 2021

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

### **APPROVAL OF MASTER AGREEMENTS FOR HEAVY EQUIPMENT MAINTENANCE AND REPAIR SERVICES (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish master agreements with Border Tire; Quinn Company; and WM. Nuss Repair Service, Inc. (WM Nuss) to provide maintenance and repair services on an as-needed and intermittent basis for the District's heavy equipment.

#### **IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Approve and instruct the Fire Chief, or his designee, to sign the attached master agreements (Attachment A) between the District and Border Tire; Quinn Company; and WM Nuss to provide Heavy Equipment Maintenance and Repair Services.
2. Authorize the combined maximum master agreement sum of \$6 Million, including the initial three-year term, two one-year extension options, and twelve month-to-month extension options. The maximum master agreement sum is comprised of annual expenditures not to exceed a combined total of \$1 Million per master agreement year.
3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, including the extensions as described in recommendation two above, respectively, in accordance with the approved master agreement terms and conditions, and with prior review by County Counsel.

#### **SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:**

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY  
CALABASAS

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

EL MONTE  
GARDENA  
GLEN DORA  
HAWAIIAN GARDENS  
HAWTHORNE  
HERMOSA BEACH  
HIDDEN HILLS  
HUNTINGTON PARK  
INDUSTRY

INGLEWOOD  
IRVINDALE  
LA CANADA-FLINTRIDGE  
LA HABRA  
LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER

LAWDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

PICO RIVERA  
POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
VERNON  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

4. Find that these master agreements are exempt from the provisions of the California Environmental Quality Act (CEQA).

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will enable the District to continue maintenance and repair services on an as-needed and intermittent basis for its heavy equipment resources. The maintenance and repair requirements surpass the capability of District personnel to perform. Therefore, to ensure the District's heavy equipment resources are kept in maximum operational condition and available for emergency responses, private vendors are used to provide specialized maintenance and repair services, factory authorized repair services, and fabrication of unique parts.

Board approval of these specialized services is essential as the District's heavy equipment resources range in age from one to 40 years. Approval of the master agreements will enable the District to continue to receive various maintenance and repair services for its bulldozers, motor graders, loaders, forklifts, and trailers on an as-needed and intermittent basis. The older pieces of the heavy equipment have been significantly modified to meet the District's firefighting and work project requirements; and the newer pieces have more sophisticated operating systems that require expert technicians for maintenance and repair.

#### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by maximizing the use of County assets, and ensuring that resources are expended in a responsible, efficient, and strategic manner. Contracting these maintenance and repair services is fiscally cost effective and supports the District's ability to ensure the efficiency of its essential heavy equipment assets.

#### **FISCAL IMPACT/FINANCING**

Sufficient funding is available in the District's Fiscal Year 2021-22 Recommended Budget. There is no impact to net County cost. The District will continue to allocate the necessary funds to obtain the required services. These master agreements do not include an allowance for Cost of Living Adjustments (COLAs).

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In addition to providing life and safety measures to the public and District personnel, the District's heavy equipment resources are also utilized to protect property and the environment by suppressing wildland fires, overhauling large and complex commercial structure fires, mitigating mud and debris flows, maintaining fire roads, assisting with prescribed burn fires, brush clearance, and transporting potable water.

The master agreements will allow for competitive pricing for the services provided, and in addition will provide the District flexibility in the selection of a vendor based on price, support

capabilities, and time constraints. The vendors are not guaranteed a minimum amount of work, as the services are provided on an as-needed and intermittent basis. Additionally, the vendors will not be performing services which will exceed the master agreement approved amount, scope of work, and/or terms.

Quinn Company and WM Nuss currently provide heavy equipment maintenance and repair services to the District under master agreements approved by the Board in 2017. The current master agreements will expire on June 30, 2021. The new master agreements will take effect July 1, 2021, with no interruption in service. The District is authorized to enter into these master agreements for these services pursuant to California Health and Safety Code 13861.

The attached master agreements provide that the District has no obligation to pay for expenditures incurred by Border Tire, Quinn Company, and WM Nuss beyond the master agreement mechanisms. All three companies are in compliance with all Board and Chief Executive Office (CEO) requirements, including contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program, and they agree to maintain compliance with all requirements throughout the term of the master agreement.

The CEO's Risk Management Section reviewed the master agreement prior to the release of the solicitation and concurred with the provisions relating to insurance and indemnification. The master agreements have been approved as to form by County Counsel and have been signed by Border Tire, Quinn Company, and WM Nuss. On final analysis and consideration of the award, these firms were selected without regard to race, color, creed, or national origin.

### **ENVIRONMENTAL DOCUMENTATION**

The services provided through these proposed master agreements will not have a significant effect on the environment; and therefore, the master agreements are exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

### **CONTRACTING PROCESS**

On December 14, 2020, the District released a Request for Statement of Qualifications (RFSQ) to solicit Heavy Equipment Maintenance and Repair Services. The solicitation was open for a period of five weeks. In addition to posting the announcement on the County's WebVen portal and the District's contracting webpage, the District advertised the solicitation in the Los Angeles Times.

On January 20, 2021, the District received Statement of Qualification responses from three vendors: Border Tire, Quinn Company, and WM Nuss. The vendors were evaluated, and all three vendors were deemed capable of performing the services requested, based on their qualifications and experience as stated in their Statement of Qualifications.

The District has reviewed the Contractor Alert Reporting Database to assess the vendors' past performance, negative experiences, and complaints with other agencies and has found

that there are currently no negative findings or complaints that would prevent the vendors from contracting with the District.

### **IMPACT ON CURRENT SERVICES**

Approval of the recommended actions will support the District's ability to protect public health and safety by continuing to maintain its fleet of essential heavy equipment in excellent and reliable operating condition.

Award of these master agreements will not result in the displacement of any County employees as these services are currently contracted. The master agreements will not result in a reduction of service and there is no change in risk exposure to the County.

### **CONCLUSION**

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County  
Executive Office - Business Operations  
Attention: Zuleyda Santana, Administrative Services Manager II  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
[Zuleyda.Santana@fire.lacounty.gov](mailto:Zuleyda.Santana@fire.lacounty.gov)

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:jc

Attachments

c: Chief Executive Officer  
Executive Officer, Board of Supervisors  
County Counsel



**MASTER AGREEMENT**



**BY AND BETWEEN**

**CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY**

**AND**

**BORDER TIRE**

**FOR**

**HEAVY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

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**MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<b>RECITALS .....</b>	<b>1</b>
<b>1.0 APPLICABLE DOCUMENTS.....</b>	<b>2</b>
<b>2.0 DEFINITIONS.....</b>	<b>2</b>
<b>3.0 WORK.....</b>	<b>3</b>
<b>4.0 TERM OF MASTER AGREEMENT .....</b>	<b>5</b>
<b>5.0 CONTRACT SUM .....</b>	<b>5</b>
<b>6.0 ADMINISTRATION OF MASTER AGREEMENT- DISTRICT .....</b>	<b>9</b>
6.1 District Contract Administrator.....	9
6.2 District Project Director.....	10
6.3 District Project Manager .....	10
<b>7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR .....</b>	<b>11</b>
7.1 Contractor's Project Manager.....	11
7.2 Contractor's Authorized Official(s) .....	11
7.3 Approval of Contractor's Staff.....	12
7.4 Contractor's Staff Identification.....	12
7.5 Background and Security Investigations.....	12
7.6 Confidentiality .....	13
<b>8.0 STANDARD TERMS AND CONDITIONS.....</b>	<b>14</b>
8.1 Amendments.....	14
8.2 Assignment and Delegation/Mergers or Acquisitions.....	14
8.3 Authorization Warranty.....	15
8.4 Complaints.....	15
8.5 Compliance with Applicable Laws .....	16
8.6 Compliance with Civil Rights Laws .....	17
8.7 Compliance with County's Jury Service Program .....	17
8.8 Conflict of Interest .....	19
8.9 Consideration of Hiring County Employees Targeted for Layoff or Re-employment.....	19
8.10 Consideration of Hiring GAIN-GROW Participants .....	20
8.11 Contractor Responsibility and Debarment .....	20
8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law.....	23
8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	23

---

8.14 District's Quality Assurance Plan .....	23
8.15 Damage to District Facilities, Buildings or Grounds .....	24
8.16 Employment Eligibility Verification .....	24
8.17 Counterparts and Electronic Signatures and Representations .....	25
8.18 Fair Labor Standards .....	25
8.19 Force Majeure.....	25
8.20 Governing Law, Jurisdiction, and Venue .....	26
8.21 Independent Contractor Status.....	26
8.22 Indemnification.....	27
8.23 General Provisions for all Insurance Coverage .....	27
8.24 Insurance Coverage .....	32
8.25 Liquidated Damages.....	33
8.26 Most Favored Public Entity.....	34
8.27 Nondiscrimination and Affirmative Action .....	34
8.28 Non-Exclusivity .....	36
8.29 Notice of Delays.....	36
8.30 Notice of Disputes .....	36
8.31 Notice to Employees Regarding the Federal Earned Income Credit .....	36
8.32 Notice to Employees Regarding the Safely Surrendered Baby Law.....	37
8.33 Notices.....	37
8.34 Prohibition Against Inducement or Persuasion .....	37
8.35 Public Records Act.....	37
8.36 Publicity .....	38
8.37 Record Retention and Inspection-Audit Settlement .....	38
8.38 Recycled Bond Paper .....	40
8.39 Subcontracting.....	40
8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program .....	41
8.41 Termination for Convenience .....	42
8.42 Termination for Default.....	42
8.43 Termination for Improper Consideration .....	44
8.44 Termination for Insolvency .....	44
8.45 Termination for Non-Adherence of County Lobbyist Ordinance .....	45
8.46 Termination for Non-Appropriation of Funds.....	45
8.47 Validity .....	45

---

8.48	Waiver .....	45
8.49	Warranty Against Contingent Fees.....	46
8.50	Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	47
8.51	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	46
8.52	Time off For Voting .....	47
8.53	Compliance with County's Zero Tolerance Policy on Human Trafficking...	47
8.54	Intentionally Omitted.....	47
8.55	Compliance with Fair Chance Employment Practices .....	48
8.56	Compliance with the County Policy of Equity.....	48
8.57	Prohibition from Participation in Future Solicitation(s).....	48
<b>9.0</b>	<b>UNIQUE TERMS AND CONDITIONS.....</b>	<b>48</b>
9.1	Intentionally Omitted.....	48
9.2	Intentionally Omitted .....	48
9.3	Ownership of Materials, Software and Copyright.....	49
9.4	Patent Copyright and Trade Secret Indemnification .....	50
9.5	Limitation on Corporate Acts .....	50
9.6	Intentionally Omitted.....	51
9.7	Intentionally Omitted.....	51
9.8	Mandatory Requirement to Register on County's WebVen .....	51
9.9	Data Destruction.....	51
9.10	Modifications.....	52
9.11	Remedies of Non-compliance .....	52
9.12	Suspension.....	52
9.13	Transition of Contract Services.....	53
	<b>SIGNATURES.....</b>	<b>55</b>

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## **STANDARD EXHIBITS**

- Exhibit A District's Administration
  - Exhibit B Contractor's Administration
  - Exhibit C Contractor's EEO Certification
  - Exhibit D Jury Service Ordinance
  - Exhibit E Safely Surrendered Baby Law
  - Exhibit F Work Authorization Format
  - Exhibit G1 Master Agreement Certification of Employee Status
  - Exhibit G2 Certification of No Conflict of Interest
  - Exhibit G3 Contractor Acknowledgement and Confidentiality Agreement
  - Exhibit H Statement of Work
-

**MASTER AGREEMENT BETWEEN  
CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY  
AND  
BORDER TIRE  
FOR  
HEAVY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

This Master Agreement and Exhibits made and entered into this 1st day of July, 2021, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Border Tire, hereinafter referred to as "Contractor," to provide Heavy Equipment Maintenance and Repair Services. Contractor is located at 7801 E. Rosecrans Avenue, Paramount, California 90723.

**RECITALS**

WHEREAS, the District may contract with private businesses for Heavy Equipment Maintenance and Repair Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Heavy Equipment Maintenance and Repair Services; and

WHEREAS, in accordance with California Health and Safety Code 13861, and California Public Contracting Code 20812, the District may enter into contracts for specialized services; and

WHEREAS, the Board of Supervisors has authorized the Fire Chief or his designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G1, G2, G3, and H are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

### Standard Exhibits:

- |     |            |  |
|-----|------------|--|
| 1.1 | Exhibit A  | District's Administration                                |
| 1.2 | Exhibit B  | Contractor's Administration                              |
| 1.3 | Exhibit C  | Contractor's EEO Certification                           |
| 1.4 | Exhibit D  | Jury Service Ordinance                                   |
| 1.5 | Exhibit E  | Safely Surrendered Baby Law                              |
| 1.6 | Exhibit F  | Work Authorization Format                                |
| 1.7 | Exhibit G1 | Certification of Employee Status                         |
| 1.8 | Exhibit G2 | Certification of No Conflict of Interest                 |
| 1.7 | Exhibit G3 | Contractor Acknowledgement and Confidentiality Agreement |
| 1.8 | Exhibit H  | Statement of Work  |

### 1.9 Work Authorizations Executed Under this Master Agreement

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the District and are valid and in effect at the time of a given Work Authorization award. Contractor is also known as the "Vendor."

- 2.2 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 District:** The Consolidated Fire Protection District of Los Angeles County.
- 2.4 District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the District's Project Manager.
- 2.5 District Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.8 Master Agreement:** District's agreement executed between District and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Authorizations.
- 2.9 Work Authorization:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Authorization shall result from bids, solicited by and tendered to District, by Qualified Contractors. Unless otherwise specified, the District shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Authorization. No work shall be performed by Contractors except in accordance with validly bid and executed Work Authorizations.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** Work Authorizations shall generally conform to Exhibit F as determined by District. Each Work Authorization shall include a brief description of the particular project and the work required for the performance thereof. Payment for all work shall be on a time and



materials basis, subject to the not-to-exceed amount specified on each individual Work Authorization.

- 3.3 If Contractor provides any task, deliverable, service, or other work to that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Authorization expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Authorization as originally written or modified in accordance with subparagraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against District.
- 3.4 District procedures for issuing and executing Work Authorizations are as set forth in this sub-paragraph 3.4. Upon determination by District issue a Work Authorization solicitation, District shall issue a Work Authorization solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted shall submit a bid to the District address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Authorization.
- 3.5 Upon completion of evaluations, District shall execute the Work Authorization by and through the District staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Authorization solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that District's competitive bidding procedure may have the effect that no Work Authorizations are awarded to some Master Agreement Qualified Contractors. Work Authorizations are usually issued for periods not extending past the end of District's current fiscal year (June 30<sup>th</sup>) with the exception of Work Authorizations for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Authorization is only extended through the end of the fiscal year, District may either rebid the Work Authorization tasks or extend the Work Authorization if technical or cost circumstances require it.
- 3.6 District estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Authorization bids. Following selection, all Contractors selected must be available to meet with District on the starting date specified in the Work Authorization. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Authorization as determined in the sole discretion of District's Project Director.

- 3.7 In the event Contractor defaults three times under sub-paragraph 3.6 within a given District fiscal year, then District may terminate this Master Agreement pursuant to Sub-paragraph 8.42, Termination for Default.

#### **4.0 TERM OF MASTER AGREEMENT**

- 4.1 This Master Agreement is effective upon the date of its execution by the Fire Chief or his designee as authorized by the County Board of Supervisors. This Master Agreement shall expire three (3) years after execution unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The District shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods and twelve (12) month to month extensions, pursuant to the same terms and conditions, for a maximum total Master Agreement term of six (6) years. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the County Board of Supervisors.

The District maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the District will exercise a Master Agreement term extension option.

- 4.3 Contractor shall notify the District when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the District at the address herein provided in Exhibit A.

#### **5.0 CONTRACT SUM**

##### **5.1 Maximum Contract Sum**

- 5.1.1 The combined total amount the District shall expend from its own funds for Heavy Equipment Maintenance and Repair services during the entire term of all Master Agreements executed for these services shall not exceed \$1,000,000 per year, in aggregate.
- 5.1.2 Contractor shall not be entitled to any payment by District under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Authorizations. In each year of this Master Agreement, the total of all amounts actually expended by District hereunder ("maximum annual expenditures") may not exceed amounts allocated to the

District by the County Board of Supervisors in their approved budgets. The District has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the District's express prior written approval.

**5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement**

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. This provision shall survive the expiration or other termination of this Contract.

**5.4 Invoices and Payments**

- 5.4.1 Contractor shall invoice District for providing tasks, deliverables, services and other work authorized pursuant to the Master Agreement.
- 5.4.2 Payment for all work shall be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Authorization less any amounts assessed in accordance with sub-paragraph 8.25, Liquidated Damages.

5.4.3 District shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Authorizations issued hereunder must receive the written approval of District Project Manager.

District may, upon notice to Contractor, withhold payment for any work or at any time Contractor has not provided District approved work.

5.4.5 The Contractor shall submit the monthly invoices to the District by the 15th calendar day of the month following the month of service.

5.4.6 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided the Contractor is not in default under any provisions of this Master Agreement. The Contractor shall email one (1) copy of the invoice to the following:

1. Dan Shuford, District Project Manager  
Email: [Dan.Shuford@fire.lacounty.gov](mailto:Dan.Shuford@fire.lacounty.gov)

Tom Sullivan, District Project Director  
Email: [Tom.Sullivan@fire.lacounty.gov](mailto:Tom.Sullivan@fire.lacounty.gov)

for review and approval of all invoices; and

2. [ffpod@fire.lacounty.gov](mailto:ffpod@fire.lacounty.gov) for review and approval of all invoices; and

3. [Fire-InvoiceSubmission@fire.lacounty.gov](mailto:Fire-InvoiceSubmission@fire.lacounty.gov) for payment of all invoices.

The Contractor's invoices shall include the following:

- Master Agreement Number
- Date(s) of Service
- A breakdown of labor hours and hourly rate  
i.e.: 3 hours @ \$20/hour = \$60.00

- Employee Name and Employee Number of District Employee who ordered or authorized the service.
- Brief description of services.
- Signature of authorized District employee. Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.
- The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Authorization.

#### **Time and Materials Work Authorization:**

Each invoice submitted by Contractor shall specify:

- District numbers of the Work Authorization and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Authorization; and
- Total amount of the invoice.

#### **Fixed Price Per Deliverable**

Each invoice submitted by Contractor shall specify:

- District numbers of the Work Authorization and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s)

assigned to the deliverable(s), and the individual amount being billed for each deliverable; and

- The total amount of the invoice.

## **5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.5.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF MASTER AGREEMENT – DISTRICT**

A listing of all District Administration referenced in the following subparagraphs are designated in Exhibit A. The District shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 District Contract Administrator**

*The responsibilities of the District's Contract Administrator include:*

- Ensuring that the objectives of this Contract are met; and

- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

## **6.2 District Project Director**

*The responsibilities of the District's Project Director include:*

- Coordinating with Contractor and ensuring Contractor's performance of the Master Agreement; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby; and
- Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to District policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.

## **6.3 District Project Manager**

6.3.1 The responsibilities of the District Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Authorization are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Authorizations;
- coordinating and monitoring the work of Contractor personnel assigned to the District Work Authorization specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Authorizations;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

- 6.3.2 The District's Project Manager, or authorized designee, is the approving authority for individual Work Authorization solicitations and executions.
- 6.3.3 District Project Managers are not authorized to make any changes in Work Authorization labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments in accordance with the Master Agreement, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 6.3.4 The District Project Manager is the chief contact person with respect to the day-to-day administration of this Master Agreement. The District Project Manager shall prepare and issue Work Authorizations and Work Authorization Amendments thereto, and generally be the first person for Contractor to contact with any questions.

## **7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR**

### **7.1 Contractor Project Manager**

- 7.1.1 Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the District in writing of any change in the name or address of the Contractor Project Manager.
- 7.1.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with District Project Manager on a regular basis with respect to all active Work Authorizations.

### **7.2 Contractor's Authorized Official(s)**

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B, Contractor's Administration. Contractor shall promptly notify District in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.



### **7.3 Approval of Contractor's Staff**

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide District with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

### **7.4 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Master Agreement as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.5.3 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its

obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

## **7.6 Confidentiality**

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G3.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.1.2 The Fire Chief or his authorized designee may, at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

#### **8.1.3 Addition of Skilled Categories/Technical Specializations**

If the District deems the addition of Skilled Categories or Technical Specializations necessary, an Amendment to the Master Agreement shall be prepared and executed by the Contractor(s) and by the Fire Chief or authorized designee to add or delete Skilled Categories or Technical Specializations.

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

8.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of

this sub-paragraph, District consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of District in accordance with applicable provisions of this Master Agreement.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 Complaints**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.4.1 Within ten (10) business days after the Master Agreement effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.
- 8.4.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses shall be sent to the District's Project Manager within five (5) business days of mailing to the complainant.

## **8.5 Compliance with Applicable Laws**

- 8.5.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives,

guidelines, policies, or procedures, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without District's prior written approval.

## **8.6 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

## **8.7 Compliance with County's Jury Service Program**

8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit D and incorporated by reference into and made part of this Master Agreement.

### **8.7.2 Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to the District's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section

2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the District's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of

“Contractor” and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor’s violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, District may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future District Master Agreements for a period of time consistent with the seriousness of the breach.

## **8.8 Conflict of Interest**

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District’s approval or ongoing evaluation of such work.

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.8 shall be a material breach of this Master Agreement.

## **8.9 Consideration of Hiring County Employees Targeted for Layoff or Re-employment**

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County



employees who are on a re-employment list during the life of this Master Agreement.

## **8.10 Consideration of Hiring GAIN-GROW Participants**

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

8.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.11 Contractor Responsibility and Debarment**

### **8.11.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

### **8.11.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if

warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### **8.11.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.11.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed

decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.11.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

#### **8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit E, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

#### **8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.14 District's Quality Assurance Plan**

The District or its agent(s) will monitor the contractor's performance under this Master Agreement on not less than an annual basis. Such

monitoring will include assessing the contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the District determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/ corrective action measures taken by the District and the contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

#### **8.15 Damage to District Facilities, Buildings or Grounds**

- 8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.15.2 If Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by Contractor by cash payment upon demand.

#### **8.16 Employment Eligibility Verification**

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State

statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

#### **8.17 Counterparts and Electronic Signatures and Representations**

This Master Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Master Agreement. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The District and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

#### **8.18 Fair Labor Standards**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.19 Force Majeure**

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.20 Governing Law, Jurisdiction, and Venue**

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.21 Independent Contractor Status**

- 8.21.1 This Master Agreement is by and between the District and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.21.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 – Confidentiality.

## **8.22 Indemnification**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.23 General Provisions for all Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section and Section 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

### **8.23.1 Evidence of Coverage and Notice to District**

- Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to District at the address shown below and provided prior to commencing services under this Master Agreement.



- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any District required endorsement forms.
- Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Consolidated Fire Protection District of  
Los Angeles County  
Materials Management Division/Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001

Contractor also shall promptly report to District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify District of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or District.

### **8.23.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

### **8.23.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

### **8.23.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Master Agreement, upon which District immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. District, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to Contractor, deduct

the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.23.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **8.23.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.23.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.23.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **8.23.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to

provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.23.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

#### **8.23.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.23.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.23.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.23.14 District Review and Approval of Insurance Requirements**

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures.

## **8.24 Insurance Coverage**

- 8.24.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million
Fire Legal Liability	\$50,000

- 8.24.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.24.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 8.24.4 Garage Liability insurance (written on ISO form CA 00 05 or its equivalent) including coverage with limits of not less than the following:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	<b>\$2 million</b>
Products/Completed Operations Aggregate:	<b>\$2 million</b>
Personal and Advertising Injury:	<b>\$1 million</b>
Per Accident:	<b>\$1 million</b>

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractor's "owned," "non-owned," and "hired" vehicles, or coverage for "any auto" accident: **\$1 million each accident**

C. Garagekeepers Liability:

Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collision coverage, with limits not less than: **\$1.2 million per vehicle**

If Contractor provides repairs which do not require Contractor to take possession of any District Equipment, then Contractor is not required to possess Garagekeepers Liability insurance.

**8.25 Liquidated Damages**

- 8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Authorizations, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the District's right to terminate this Master Agreement as agreed to herein.

## **8.26 Most Favored Public Entity**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to the District.

## **8.27 Nondiscrimination and Affirmative Action**

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding

companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the District may terminate or suspend this Master Agreement. While the County reserves the right to determine



independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

#### **8.28 Non-Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the District from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.29 Notice of Delays**

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.30 Notice of Disputes**

The Contractor shall bring to the attention of the District Project Manager and/or District Project Director any dispute between the District and the Contractor regarding the performance of services as stated in this Master Agreement. If the District Project Manager or District Project Director is not able to resolve the dispute, the Fire Chief, or his designee shall resolve it.

#### **8.31 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for

the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.32 Notice to Employees Regarding the Safely Surrendered Baby Law**

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

### **8.33 Notices**

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A, District's Administration and B, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Master Agreement.

### **8.34 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.35 Public Records Act**

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall

be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.36 Publicity**

- 8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

- 8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.36 shall apply.

### **8.37 Record Retention and Inspection-Audit Settlement**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor-Controller Contractor Accounting and Administration Handbook. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the District may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit

finds that the County's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

### **8.38 Recycled Bond Paper**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

### **8.39 Subcontracting**

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Master Agreement.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.
- 8.39.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this District right.
- 8.39.6 The District Project Manager is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of  
Los Angeles County  
Materials Management Division/Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001

before any subcontractor employee may perform any work hereunder.

#### **8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90

calendar days of written notice shall be grounds upon which the District may terminate this Master Agreement pursuant to sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### **8.41 Termination for Convenience**

8.41.1 District may terminate this Master Agreement, and any Work Authorization issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall immediately:

- Stop work under the Work Authorization or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to District all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Authorization shall be maintained by the Contractor in accordance with sub-paragraph 8.37, Record Retention and Inspection/Audit Settlement.

#### **8.42 Termination for Default**

8.42.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of District's Project Director:

- Contractor has materially breached this Master Agreement;

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Authorization issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Authorization issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.42.2 In the event that the District terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Authorization issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this



sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.
- 8.42.5 The rights and remedies of the District provided in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.43 Termination for Improper Consideration**

- 8.43.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.44 Termination for Insolvency**

- 8.44.1 The District may terminate this Master Agreement forthwith in

the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.45 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the District may in its sole discretion, immediately terminate or suspend this Master Agreement.

#### **8.46 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor

in writing of any such non-allocation of funds at the earliest possible date.

#### **8.47 Validity**

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.48 Waiver**

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.49 Warranty Against Contingent Fees**

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the District shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in

compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which District may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **8.52 Time off For Voting**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

#### **8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

#### **8.54 Intentionally Omitted**

#### **8.55 Compliance with Fair Chance Employment Practices**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

#### **8.56 Compliance with the County Policy of Equity**

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

#### **8.57 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Intentionally Omitted**

#### **9.2 Intentionally Omitted**

### **9.3 Ownership of Materials, Software and Copyright**

- 9.3.1 District shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the District all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.
- 9.3.2 During the term of this Master Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 District will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. District agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under sub-paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.

- 9.3.6 All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Master Agreement.

#### **9.4 Patent, Copyright and Trade Secret Indemnification**

- 9.4.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
  - Replace the questioned equipment, part, or software product with a non-questioned item; or
  - Modify the questioned equipment, part, or software so that it is free of claims.
- 9.4.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

#### **9.5 Limitation on Corporate Acts**

- 9.5.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days

prior to said action. Contractor shall notify the District's Contract Administrator immediately in writing of any change in Contractor's corporate name

9.5.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

9.5.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

## **9.6 Intentionally Omitted**

## **9.7 Intentionally Omitted**

## **9.8 Mandatory Requirement to Register on County's WebVen**

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven>. The District shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

## **9.9 Data Destruction**

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

[http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88\\_Rev.%201](http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88_Rev.%201)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's



boundaries. The District must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any District data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide District with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all District data was destroyed and is unusable, unreadable, and/or undecipherable.

## **9.10 Modifications**

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

## **9.11 Remedies of Non-Compliance**

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

## **9.12 Suspension**

9.12.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the

Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

- 9.12.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.
- 9.12.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.
- 9.12.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.
- 9.12.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

## **9.13 Transition of Contract Services**

### **9.13.1 Completion of Contract**

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

**AUTHORIZATION OF MASTER AGREEMENT FOR  
HEAVY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of July, 2021.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By \_\_\_\_\_  
Fire Chief

By **BORDER TIRE**  
Contractor

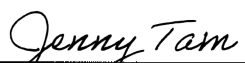
Signed: 

Printed: JUSTIN COGDILL

Title: DIRECTOR OF OPERATIONS

APPROVED AS TO FORM:

\_\_\_\_\_  
RODRIGO A. CASTRO-SILVA  
County Counsel

By   
Senior Deputy County Counsel

**MASTER AGREEMENT**



**BY AND BETWEEN**

**CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY**

**AND**

**QUINN COMPANY**

**FOR**

**HEAVY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

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**MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<b>RECITALS .....</b>	<b>1</b>
<b>1.0 APPLICABLE DOCUMENTS.....</b>	<b>2</b>
<b>2.0 DEFINITIONS.....</b>	<b>2</b>
<b>3.0 WORK.....</b>	<b>3</b>
<b>4.0 TERM OF MASTER AGREEMENT .....</b>	<b>5</b>
<b>5.0 CONTRACT SUM .....</b>	<b>5</b>
<b>6.0 ADMINISTRATION OF MASTER AGREEMENT- DISTRICT .....</b>	<b>9</b>
6.1 District Contract Administrator.....	9
6.2 District Project Director.....	10
6.3 District Project Manager .....	10
<b>7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR .....</b>	<b>11</b>
7.1 Contractor's Project Manager.....	11
7.2 Contractor's Authorized Official(s).....	11
7.3 Approval of Contractor's Staff.....	12
7.4 Contractor's Staff Identification.....	12
7.5 Background and Security Investigations.....	12
7.6 Confidentiality .....	13
<b>8.0 STANDARD TERMS AND CONDITIONS.....</b>	<b>14</b>
8.1 Amendments.....	14
8.2 Assignment and Delegation/Mergers or Acquisitions.....	14
8.3 Authorization Warranty.....	15
8.4 Complaints.....	15
8.5 Compliance with Applicable Laws .....	16
8.6 Compliance with Civil Rights Laws .....	17
8.7 Compliance with County's Jury Service Program .....	17
8.8 Conflict of Interest .....	19
8.9 Consideration of Hiring County Employees Targeted for Layoff or Re-employment.....	19
8.10 Consideration of Hiring GAIN-GROW Participants .....	20
8.11 Contractor Responsibility and Debarment .....	20
8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law.....	23
8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	23

---

8.14 District's Quality Assurance Plan .....	23
8.15 Damage to District Facilities, Buildings or Grounds .....	24
8.16 Employment Eligibility Verification .....	24
8.17 Counterparts and Electronic Signatures and Representations .....	25
8.18 Fair Labor Standards .....	25
8.19 Force Majeure .....	25
8.20 Governing Law, Jurisdiction, and Venue .....	26
8.21 Independent Contractor Status .....	26
8.22 Indemnification .....	27
8.23 General Provisions for all Insurance Coverage .....	27
8.24 Insurance Coverage .....	32
8.25 Liquidated Damages .....	33
8.26 Most Favored Public Entity .....	34
8.27 Nondiscrimination and Affirmative Action .....	34
8.28 Non-Exclusivity .....	36
8.29 Notice of Delays .....	36
8.30 Notice of Disputes .....	36
8.31 Notice to Employees Regarding the Federal Earned Income Credit .....	36
8.32 Notice to Employees Regarding the Safely Surrendered Baby Law .....	37
8.33 Notices .....	37
8.34 Prohibition Against Inducement or Persuasion .....	37
8.35 Public Records Act .....	37
8.36 Publicity .....	38
8.37 Record Retention and Inspection-Audit Settlement .....	38
8.38 Recycled Bond Paper .....	40
8.39 Subcontracting .....	40
8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program .....	41
8.41 Termination for Convenience .....	42
8.42 Termination for Default .....	42
8.43 Termination for Improper Consideration .....	44
8.44 Termination for Insolvency .....	44
8.45 Termination for Non-Adherence of County Lobbyist Ordinance .....	45
8.46 Termination for Non-Appropriation of Funds .....	45
8.47 Validity .....	45

---

8.48	Waiver .....	45
8.49	Warranty Against Contingent Fees.....	46
8.50	Warranty of Compliance with County’s Defaulted Property Tax Reduction Program.....	46
8.51	Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program.....	47
8.52	Time off For Voting .....	47
8.53	Compliance with County’s Zero Tolerance Policy on Human Trafficking...	47
8.54	Intentionally Omitted.....	47
8.55	Compliance with Fair Chance Employment Practices .....	48
8.56	Compliance with the County Policy of Equity.....	48
8.57	Prohibition from Participation in Future Solicitation(s).....	48
<b>9.0</b>	<b>UNIQUE TERMS AND CONDITIONS.....</b>	<b>48</b>
9.1	Intentionally Omitted.....	48
9.2	Intentionally Omitted .....	48
9.3	Ownership of Materials, Software and Copyright.....	49
9.4	Patent Copyright and Trade Secret Indemnification .....	50
9.5	Limitation on Corporate Acts .....	50
9.6	Intentionally Omitted.....	51
9.7	Intentionally Omitted.....	51
9.8	Mandatory Requirement to Register on County’s WebVen .....	51
9.9	Data Destruction.....	51
9.10	Modifications.....	52
9.11	Remedies of Non-compliance .....	52
9.12	Suspension.....	52
9.13	Transition of Contract Services.....	53
	<b>SIGNATURES.....</b>	<b>55</b>

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## **STANDARD EXHIBITS**

- Exhibit A District's Administration
  - Exhibit B Contractor's Administration
  - Exhibit C Contractor's EEO Certification
  - Exhibit D Jury Service Ordinance
  - Exhibit E Safely Surrendered Baby Law
  - Exhibit F Work Authorization Format
  - Exhibit G1 Master Agreement Certification of Employee Status
  - Exhibit G2 Certification of No Conflict of Interest
  - Exhibit G3 Contractor Acknowledgement and Confidentiality Agreement
  - Exhibit H Statement of Work
-

**MASTER AGREEMENT BETWEEN  
CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY  
AND  
QUINN COMPANY  
FOR  
HEAVY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

This Master Agreement and Exhibits made and entered into this 1st day of July, 2021, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Quinn Company, hereinafter referred to as "Contractor," to provide Heavy Equipment Maintenance and Repair Services. Contractor is located at 10006 Rose Hills Road, City of Industry, California 90601.

**RECITALS**

WHEREAS, the District may contract with private businesses for Heavy Equipment Maintenance and Repair Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Heavy Equipment Maintenance and Repair Services; and

WHEREAS, in accordance with California Health and Safety Code 13861, and California Public Contracting Code 20812, the District may enter into contracts for specialized services; and

WHEREAS, the Board of Supervisors has authorized the Fire Chief or his designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G1, G2, G3, and H are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

### Standard Exhibits:

- |     |            |  |
|-----|------------|--|
| 1.1 | Exhibit A  | District's Administration                                |
| 1.2 | Exhibit B  | Contractor's Administration                              |
| 1.3 | Exhibit C  | Contractor's EEO Certification                           |
| 1.4 | Exhibit D  | Jury Service Ordinance                                   |
| 1.5 | Exhibit E  | Safely Surrendered Baby Law                              |
| 1.6 | Exhibit F  | Work Authorization Format                                |
| 1.7 | Exhibit G1 | Certification of Employee Status                         |
| 1.8 | Exhibit G2 | Certification of No Conflict of Interest                 |
| 1.7 | Exhibit G3 | Contractor Acknowledgement and Confidentiality Agreement |
| 1.8 | Exhibit H  | Statement of Work  |

### 1.9 Work Authorizations Executed Under this Master Agreement

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the District and are valid and in effect at the time of a given Work Authorization award. Contractor is also known as the "Vendor."

- 2.2 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 District:** The Consolidated Fire Protection District of Los Angeles County.
- 2.4 District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the District's Project Manager.
- 2.5 District Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.8 Master Agreement:** District's agreement executed between District and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Authorizations.
- 2.9 Work Authorization:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Authorization shall result from bids, solicited by and tendered to District, by Qualified Contractors. Unless otherwise specified, the District shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Authorization. No work shall be performed by Contractors except in accordance with validly bid and executed Work Authorizations.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** Work Authorizations shall generally conform to Exhibit F as determined by District. Each Work Authorization shall include a brief description of the particular project and the work required for the performance thereof. Payment for all work shall be on a time and

materials basis, subject to the not-to-exceed amount specified on each individual Work Authorization.

- 3.3 If Contractor provides any task, deliverable, service, or other work to that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Authorization expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Authorization as originally written or modified in accordance with subparagraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against District.
- 3.4 District procedures for issuing and executing Work Authorizations are as set forth in this sub-paragraph 3.4. Upon determination by District issue a Work Authorization solicitation, District shall issue a Work Authorization solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted shall submit a bid to the District address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Authorization.
- 3.5 Upon completion of evaluations, District shall execute the Work Authorization by and through the District staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Authorization solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that District's competitive bidding procedure may have the effect that no Work Authorizations are awarded to some Master Agreement Qualified Contractors. Work Authorizations are usually issued for periods not extending past the end of District's current fiscal year (June 30<sup>th</sup>) with the exception of Work Authorizations for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Authorization is only extended through the end of the fiscal year, District may either rebid the Work Authorization tasks or extend the Work Authorization if technical or cost circumstances require it.
- 3.6 District estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Authorization bids. Following selection, all Contractors selected must be available to meet with District on the starting date specified in the Work Authorization. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Authorization as determined in the sole discretion of District's Project Director.

- 3.7 In the event Contractor defaults three times under sub-paragraph 3.6 within a given District fiscal year, then District may terminate this Master Agreement pursuant to Sub-paragraph 8.42, Termination for Default.

#### **4.0 TERM OF MASTER AGREEMENT**

- 4.1 This Master Agreement is effective upon the date of its execution by the Fire Chief or his designee as authorized by the County Board of Supervisors. This Master Agreement shall expire three (3) years after execution unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The District shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods and twelve (12) month to month extensions, pursuant to the same terms and conditions, for a maximum total Master Agreement term of six (6) years. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the County Board of Supervisors.

The District maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the District will exercise a Master Agreement term extension option.

- 4.3 Contractor shall notify the District when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the District at the address herein provided in Exhibit A.

#### **5.0 CONTRACT SUM**

##### **5.1 Maximum Contract Sum**

- 5.1.1 The combined total amount the District shall expend from its own funds for Heavy Equipment Maintenance and Repair services during the entire term of all Master Agreements executed for these services shall not exceed \$1,000,000 per year, in aggregate.
- 5.1.2 Contractor shall not be entitled to any payment by District under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Authorizations. In each year of this Master Agreement, the total of all amounts actually expended by District hereunder ("maximum annual expenditures") may not exceed amounts allocated to the

District by the County Board of Supervisors in their approved budgets. The District has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the District's express prior written approval.

**5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement**

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. This provision shall survive the expiration or other termination of this Contract.

**5.4 Invoices and Payments**

- 5.4.1 Contractor shall invoice District for providing tasks, deliverables, services and other work authorized pursuant to the Master Agreement.
- 5.4.2 Payment for all work shall be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Authorization less any amounts assessed in accordance with sub-paragraph 8.25, Liquidated Damages.

5.4.3 District shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Authorizations issued hereunder must receive the written approval of District Project Manager.

District may, upon notice to Contractor, withhold payment for any work or at any time Contractor has not provided District approved work.

5.4.5 The Contractor shall submit the monthly invoices to the District by the 15th calendar day of the month following the month of service.

5.4.6 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided the Contractor is not in default under any provisions of this Master Agreement. The Contractor shall email one (1) copy of the invoice to the following:

1. Dan Shuford, District Project Manager  
Email: [Dan.Shuford@fire.lacounty.gov](mailto:Dan.Shuford@fire.lacounty.gov)

Tom Sullivan, District Project Director  
Email: [Tom.Sullivan@fire.lacounty.gov](mailto:Tom.Sullivan@fire.lacounty.gov)

for review and approval of all invoices; and

2. [ffpod@fire.lacounty.gov](mailto:ffpod@fire.lacounty.gov) for review and approval of all invoices; and

3. [Fire-InvoiceSubmission@fire.lacounty.gov](mailto:Fire-InvoiceSubmission@fire.lacounty.gov) for payment of all invoices.

The Contractor's invoices shall include the following:

- Master Agreement Number
- Date(s) of Service
- A breakdown of labor hours and hourly rate  
i.e.: 3 hours @ \$20/hour = \$60.00



- Employee Name and Employee Number of District Employee who ordered or authorized the service.
- Brief description of services.
- Signature of authorized District employee. Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.
- The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Authorization.

#### **Time and Materials Work Authorization:**

Each invoice submitted by Contractor shall specify:

- District numbers of the Work Authorization and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Authorization; and
- Total amount of the invoice.

#### **Fixed Price Per Deliverable**

Each invoice submitted by Contractor shall specify:

- District numbers of the Work Authorization and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s)

assigned to the deliverable(s), and the individual amount being billed for each deliverable; and

- The total amount of the invoice.

## **5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.5.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF MASTER AGREEMENT – DISTRICT**

A listing of all District Administration referenced in the following subparagraphs are designated in Exhibit A. The District shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 District Contract Administrator**

*The responsibilities of the District's Contract Administrator include:*

- Ensuring that the objectives of this Contract are met; and

- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

## **6.2 District Project Director**

*The responsibilities of the District's Project Director include:*

- Coordinating with Contractor and ensuring Contractor's performance of the Master Agreement; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby; and
- Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to District policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.

## **6.3 District Project Manager**

6.3.1 The responsibilities of the District Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Authorization are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Authorizations;
- coordinating and monitoring the work of Contractor personnel assigned to the District Work Authorization specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Authorizations;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

- 6.3.2 The District's Project Manager, or authorized designee, is the approving authority for individual Work Authorization solicitations and executions.
- 6.3.3 District Project Managers are not authorized to make any changes in Work Authorization labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments in accordance with the Master Agreement, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 6.3.4 The District Project Manager is the chief contact person with respect to the day-to-day administration of this Master Agreement. The District Project Manager shall prepare and issue Work Authorizations and Work Authorization Amendments thereto, and generally be the first person for Contractor to contact with any questions.

## **7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR**

### **7.1 Contractor Project Manager**

- 7.1.1 Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the District in writing of any change in the name or address of the Contractor Project Manager.
- 7.1.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with District Project Manager on a regular basis with respect to all active Work Authorizations.

### **7.2 Contractor's Authorized Official(s)**

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B, Contractor's Administration. Contractor shall promptly notify District in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

### **7.3 Approval of Contractor's Staff**

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide District with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

### **7.4 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Master Agreement as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.5.3 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its

obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

## **7.6 Confidentiality**

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G3.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.1.2 The Fire Chief or his authorized designee may, at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

#### **8.1.3 Addition of Skilled Categories/Technical Specializations**

If the District deems the addition of Skilled Categories or Technical Specializations necessary, an Amendment to the Master Agreement shall be prepared and executed by the Contractor(s) and by the Fire Chief or authorized designee to add or delete Skilled Categories or Technical Specializations.

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

8.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of

this sub-paragraph, District consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of District in accordance with applicable provisions of this Master Agreement.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 Complaints**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.



- 8.4.1 Within ten (10) business days after the Master Agreement effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.
- 8.4.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses shall be sent to the District's Project Manager within five (5) business days of mailing to the complainant.

## **8.5 Compliance with Applicable Laws**

- 8.5.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives,

guidelines, policies, or procedures, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without District's prior written approval.

## **8.6 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

## **8.7 Compliance with County's Jury Service Program**

8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit D and incorporated by reference into and made part of this Master Agreement.

### **8.7.2 Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to the District's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section

2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the District's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of

“Contractor” and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor’s violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, District may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future District Master Agreements for a period of time consistent with the seriousness of the breach.

## **8.8 Conflict of Interest**

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District’s approval or ongoing evaluation of such work.

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.8 shall be a material breach of this Master Agreement.

## **8.9 Consideration of Hiring County Employees Targeted for Layoff or Re-employment**

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County

employees who are on a re-employment list during the life of this Master Agreement.

## **8.10 Consideration of Hiring GAIN-GROW Participants**

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

8.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.11 Contractor Responsibility and Debarment**

### **8.11.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

### **8.11.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if

warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### **8.11.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.11.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed

decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.11.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

#### **8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit E, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

#### **8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.14 District's Quality Assurance Plan**

The District or its agent(s) will monitor the contractor's performance under this Master Agreement on not less than an annual basis. Such



monitoring will include assessing the contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the District determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/ corrective action measures taken by the District and the contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

#### **8.15 Damage to District Facilities, Buildings or Grounds**

- 8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.15.2 If Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by Contractor by cash payment upon demand.

#### **8.16 Employment Eligibility Verification**

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State

statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

#### **8.17 Facsimile Representations**

This Master Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Master Agreement. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The District and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

#### **8.18 Fair Labor Standards**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.19 Force Majeure**

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.20 Governing Law, Jurisdiction, and Venue**

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.21 Independent Contractor Status**

- 8.21.1 This Master Agreement is by and between the District and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.21.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 – Confidentiality.

## **8.22 Indemnification**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.23 General Provisions for all Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section and Section 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

### **8.23.1 Evidence of Coverage and Notice to District**

- Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to District at the address shown below and provided prior to commencing services under this Master Agreement.

- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any District required endorsement forms.
- Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Consolidated Fire Protection District of  
Los Angeles County  
Materials Management Division/Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001

Contractor also shall promptly report to District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify District of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or District.

### **8.23.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

### **8.23.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

### **8.23.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Master Agreement, upon which District immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. District, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to Contractor, deduct

the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.23.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **8.23.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.23.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.23.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **8.23.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to

provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.23.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

#### **8.23.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.23.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.23.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.23.14 District Review and Approval of Insurance Requirements**

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures.



## **8.24 Insurance Coverage**

- 8.24.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million
Fire Legal Liability	\$50,000

- 8.24.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.24.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 8.24.4 Garage Liability insurance (written on ISO form CA 00 05 or its equivalent) including coverage with limits of not less than the following:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	<b>\$2 million</b>
Products/Completed Operations Aggregate:	<b>\$2 million</b>
Personal and Advertising Injury:	<b>\$1 million</b>
Per Accident:	<b>\$1 million</b>

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractor's "owned," "non-owned," and "hired" vehicles, or coverage for "any auto" accident: **\$1 million each accident**

C. Garagekeepers Liability:

Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collision coverage, with limits not less than: **\$1.2 million per vehicle**

If Contractor provides repairs which do not require Contractor to take possession of any District Equipment, then Contractor is not required to possess Garagekeepers Liability insurance.

**8.25 Liquidated Damages**

- 8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Authorizations, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the District's right to terminate this Master Agreement as agreed to herein.

## **8.26 Most Favored Public Entity**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to the District.

## **8.27 Nondiscrimination and Affirmative Action**

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding

companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the District may terminate or suspend this Master Agreement. While the County reserves the right to determine

independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

#### **8.28 Non-Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the District from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.29 Notice of Delays**

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.30 Notice of Disputes**

The Contractor shall bring to the attention of the District Project Manager and/or District Project Director any dispute between the District and the Contractor regarding the performance of services as stated in this Master Agreement. If the District Project Manager or District Project Director is not able to resolve the dispute, the Fire Chief, or his designee shall resolve it.

#### **8.31 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for

the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.32 Notice to Employees Regarding the Safely Surrendered Baby Law**

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

### **8.33 Notices**

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A, District's Administration and B, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Master Agreement.

### **8.34 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.35 Public Records Act**

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall

be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.36 Publicity**

- 8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

- 8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.36 shall apply.

### **8.37 Record Retention and Inspection-Audit Settlement**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor-Controller Contractor Accounting and Administration Handbook. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the District may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit



finds that the County's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

### **8.38 Recycled Bond Paper**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

### **8.39 Subcontracting**

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Master Agreement.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.
- 8.39.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this District right.
- 8.39.6 The District Project Manager is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of  
Los Angeles County  
Materials Management Division/Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001

before any subcontractor employee may perform any work hereunder.

#### **8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90

calendar days of written notice shall be grounds upon which the District may terminate this Master Agreement pursuant to sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### **8.41 Termination for Convenience**

8.41.1 District may terminate this Master Agreement, and any Work Authorization issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall immediately:

- Stop work under the Work Authorization or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to District all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Authorization shall be maintained by the Contractor in accordance with sub-paragraph 8.37, Record Retention and Inspection/Audit Settlement.

#### **8.42 Termination for Default**

8.42.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of District's Project Director:

- Contractor has materially breached this Master Agreement;

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Authorization issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Authorization issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.42.2 In the event that the District terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Authorization issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this

sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.
- 8.42.5 The rights and remedies of the District provided in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.43 Termination for Improper Consideration**

- 8.43.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.44 Termination for Insolvency**

- 8.44.1 The District may terminate this Master Agreement forthwith in

the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.45 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the District may in its sole discretion, immediately terminate or suspend this Master Agreement.

#### **8.46 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor

in writing of any such non-allocation of funds at the earliest possible date.

#### **8.47 Validity**

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.48 Waiver**

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.49 Warranty Against Contingent Fees**

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the District shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in

compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which District may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **8.52 Time off For Voting**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

#### **8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

#### **8.54 Intentionally Omitted**



#### **8.55 Compliance with Fair Chance Employment Practices**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

#### **8.56 Compliance with the County Policy of Equity**

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

#### **8.57 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Intentionally Omitted**

#### **9.2 Intentionally Omitted**

### **9.3 Ownership of Materials, Software and Copyright**

- 9.3.1 District shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the District all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.
- 9.3.2 During the term of this Master Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 District will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. District agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under sub-paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.

9.3.6 All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Master Agreement.

#### **9.4 Patent, Copyright and Trade Secret Indemnification**

9.4.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

#### **9.5 Limitation on Corporate Acts**

9.5.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days

prior to said action. Contractor shall notify the District's Contract Administrator immediately in writing of any change in Contractor's corporate name

9.5.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

9.5.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

## **9.6 Intentionally Omitted**

## **9.7 Intentionally Omitted**

## **9.8 Mandatory Requirement to Register on County's WebVen**

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven>. The District shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

## **9.9 Data Destruction**

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

[http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88\\_Rev.%201](http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88_Rev.%201)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's

boundaries. The District must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any District data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide District with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all District data was destroyed and is unusable, unreadable, and/or undecipherable.

## **9.10 Modifications**

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

## **9.11 Remedies of Non-Compliance**

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

## **9.12 Suspension**

9.12.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the

Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

- 9.12.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.
- 9.12.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.
- 9.12.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.
- 9.12.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

## **9.13 Transition of Contract Services**

### **9.13.1 Completion of Contract**

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

**AUTHORIZATION OF MASTER AGREEMENT FOR  
HEAVY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of July, 2021.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By \_\_\_\_\_  
Fire Chief

By \_\_\_\_\_  
Quinn Company  
Contractor

Signed:           M Locke          

Printed:           Michelle Locke          

Title:           CFO          

APPROVED AS TO FORM:

\_\_\_\_\_  
RODRIGO A. CASTRO-SILVA  
County Counsel

By           Jenny Tam            
Senior Deputy County Counsel



**MASTER AGREEMENT**



**BY AND BETWEEN**

**CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY**

**AND**

**WM. NUSS REPAIR SERVICE, INC.**

**FOR**

**HEAVY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

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**MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<b>RECITALS .....</b>	<b>1</b>
<b>1.0 APPLICABLE DOCUMENTS.....</b>	<b>2</b>
<b>2.0 DEFINITIONS.....</b>	<b>2</b>
<b>3.0 WORK.....</b>	<b>3</b>
<b>4.0 TERM OF MASTER AGREEMENT .....</b>	<b>5</b>
<b>5.0 CONTRACT SUM .....</b>	<b>5</b>
<b>6.0 ADMINISTRATION OF MASTER AGREEMENT- DISTRICT .....</b>	<b>9</b>
6.1 District Contract Administrator.....	9
6.2 District Project Director.....	10
6.3 District Project Manager .....	10
<b>7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR .....</b>	<b>11</b>
7.1 Contractor's Project Manager.....	11
7.2 Contractor's Authorized Official(s) .....	11
7.3 Approval of Contractor's Staff.....	12
7.4 Contractor's Staff Identification.....	12
7.5 Background and Security Investigations.....	12
7.6 Confidentiality .....	13
<b>8.0 STANDARD TERMS AND CONDITIONS.....</b>	<b>14</b>
8.1 Amendments.....	14
8.2 Assignment and Delegation/Mergers or Acquisitions.....	14
8.3 Authorization Warranty.....	15
8.4 Complaints.....	15
8.5 Compliance with Applicable Laws .....	16
8.6 Compliance with Civil Rights Laws .....	17
8.7 Compliance with County's Jury Service Program .....	17
8.8 Conflict of Interest .....	19
8.9 Consideration of Hiring County Employees Targeted for Layoff or Re-employment.....	19
8.10 Consideration of Hiring GAIN-GROW Participants .....	20
8.11 Contractor Responsibility and Debarment .....	20
8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law.....	23
8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	23

---

8.14 District's Quality Assurance Plan .....	23
8.15 Damage to District Facilities, Buildings or Grounds .....	24
8.16 Employment Eligibility Verification .....	24
8.17 Counterparts and Electronic Signatures and Representations .....	25
8.18 Fair Labor Standards .....	25
8.19 Force Majeure .....	25
8.20 Governing Law, Jurisdiction, and Venue .....	26
8.21 Independent Contractor Status .....	26
8.22 Indemnification .....	27
8.23 General Provisions for all Insurance Coverage .....	27
8.24 Insurance Coverage .....	32
8.25 Liquidated Damages .....	33
8.26 Most Favored Public Entity .....	34
8.27 Nondiscrimination and Affirmative Action .....	34
8.28 Non-Exclusivity .....	36
8.29 Notice of Delays .....	36
8.30 Notice of Disputes .....	36
8.31 Notice to Employees Regarding the Federal Earned Income Credit .....	36
8.32 Notice to Employees Regarding the Safely Surrendered Baby Law .....	37
8.33 Notices .....	37
8.34 Prohibition Against Inducement or Persuasion .....	37
8.35 Public Records Act .....	37
8.36 Publicity .....	38
8.37 Record Retention and Inspection-Audit Settlement .....	38
8.38 Recycled Bond Paper .....	40
8.39 Subcontracting .....	40
8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program .....	41
8.41 Termination for Convenience .....	42
8.42 Termination for Default .....	42
8.43 Termination for Improper Consideration .....	44
8.44 Termination for Insolvency .....	44
8.45 Termination for Non-Adherence of County Lobbyist Ordinance .....	45
8.46 Termination for Non-Appropriation of Funds .....	45
8.47 Validity .....	45

---

8.48	Waiver .....	45
8.49	Warranty Against Contingent Fees.....	46
8.50	Warranty of Compliance with County’s Defaulted Property Tax Reduction Program.....	46
8.51	Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program.....	47
8.52	Time off For Voting .....	47
8.53	Compliance with County’s Zero Tolerance Policy on Human Trafficking...	47
8.54	Intentionally Omitted.....	47
8.55	Compliance with Fair Chance Employment Practices .....	48
8.56	Compliance with the County Policy of Equity.....	48
8.57	Prohibition from Participation in Future Solicitation(s).....	48
<b>9.0</b>	<b>UNIQUE TERMS AND CONDITIONS.....</b>	<b>48</b>
9.1	Intentionally Omitted.....	48
9.2	Intentionally Omitted .....	48
9.3	Ownership of Materials, Software and Copyright.....	49
9.4	Patent Copyright and Trade Secret Indemnification .....	50
9.5	Limitation on Corporate Acts .....	50
9.6	Intentionally Omitted.....	51
9.7	Intentionally Omitted.....	51
9.8	Mandatory Requirement to Register on County’s WebVen .....	51
9.9	Data Destruction.....	51
9.10	Modifications.....	52
9.11	Remedies of Non-compliance .....	52
9.12	Suspension.....	52
9.13	Transition of Contract Services.....	53
	<b>SIGNATURES.....</b>	<b>55</b>

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## **STANDARD EXHIBITS**

- Exhibit A District's Administration
  - Exhibit B Contractor's Administration
  - Exhibit C Contractor's EEO Certification
  - Exhibit D Jury Service Ordinance
  - Exhibit E Safely Surrendered Baby Law
  - Exhibit F Work Authorization Format
  - Exhibit G1 Master Agreement Certification of Employee Status
  - Exhibit G2 Certification of No Conflict of Interest
  - Exhibit G3 Contractor Acknowledgement and Confidentiality Agreement
  - Exhibit H Statement of Work
-

**MASTER AGREEMENT BETWEEN  
CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY**

**AND  
WM. NUSS REPAIR SERVICE, INC.  
FOR  
HEAVY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

This Master Agreement and Exhibits made and entered into this 1st day of July, 2021, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and WM. Nuss Repair Service, Inc., hereinafter referred to as "Contractor," to provide Heavy Equipment Maintenance and Repair Services. Contractor is located at 2645 Rochelle Pl., Simi Valley, California 93063.

**RECITALS**

WHEREAS, the District may contract with private businesses for Heavy Equipment Maintenance and Repair Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Heavy Equipment Maintenance and Repair Services; and

WHEREAS, in accordance with California Health and Safety Code 13861, and California Public Contracting Code 20812, the District may enter into contracts for specialized services; and

WHEREAS, the Board of Supervisors has authorized the Fire Chief or his designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G1, G2, G3, and H are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

### Standard Exhibits:

- |     |            |  |
|-----|------------|--|
| 1.1 | Exhibit A  | District's Administration                                |
| 1.2 | Exhibit B  | Contractor's Administration                              |
| 1.3 | Exhibit C  | Contractor's EEO Certification                           |
| 1.4 | Exhibit D  | Jury Service Ordinance                                   |
| 1.5 | Exhibit E  | Safely Surrendered Baby Law                              |
| 1.6 | Exhibit F  | Work Authorization Format                                |
| 1.7 | Exhibit G1 | Certification of Employee Status                         |
| 1.8 | Exhibit G2 | Certification of No Conflict of Interest                 |
| 1.7 | Exhibit G3 | Contractor Acknowledgement and Confidentiality Agreement |
| 1.8 | Exhibit H  | Statement of Work  |

### 1.9 Work Authorizations Executed Under this Master Agreement

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the District and are valid and in effect at the time of a given Work Authorization award. Contractor is also known as the "Vendor."

- 2.2 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 District:** The Consolidated Fire Protection District of Los Angeles County.
- 2.4 District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the District's Project Manager.
- 2.5 District Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.8 Master Agreement:** District's agreement executed between District and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Authorizations.
- 2.9 Work Authorization:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Authorization shall result from bids, solicited by and tendered to District, by Qualified Contractors. Unless otherwise specified, the District shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Authorization. No work shall be performed by Contractors except in accordance with validly bid and executed Work Authorizations.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** Work Authorizations shall generally conform to Exhibit F as determined by District. Each Work Authorization shall include a brief description of the particular project and the work required for the performance thereof. Payment for all work shall be on a time and



materials basis, subject to the not-to-exceed amount specified on each individual Work Authorization.

- 3.3 If Contractor provides any task, deliverable, service, or other work to that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Authorization expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Authorization as originally written or modified in accordance with subparagraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against District.
- 3.4 District procedures for issuing and executing Work Authorizations are as set forth in this sub-paragraph 3.4. Upon determination by District issue a Work Authorization solicitation, District shall issue a Work Authorization solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted shall submit a bid to the District address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Authorization.
- 3.5 Upon completion of evaluations, District shall execute the Work Authorization by and through the District staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Authorization solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that District's competitive bidding procedure may have the effect that no Work Authorizations are awarded to some Master Agreement Qualified Contractors. Work Authorizations are usually issued for periods not extending past the end of District's current fiscal year (June 30<sup>th</sup>) with the exception of Work Authorizations for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Authorization is only extended through the end of the fiscal year, District may either rebid the Work Authorization tasks or extend the Work Authorization if technical or cost circumstances require it.
- 3.6 District estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Authorization bids. Following selection, all Contractors selected must be available to meet with District on the starting date specified in the Work Authorization. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Authorization as determined in the sole discretion of District's Project Director.

- 3.7 In the event Contractor defaults three times under sub-paragraph 3.6 within a given District fiscal year, then District may terminate this Master Agreement pursuant to Sub-paragraph 8.42, Termination for Default.

#### **4.0 TERM OF MASTER AGREEMENT**

- 4.1 This Master Agreement is effective upon the date of its execution by the Fire Chief or his designee as authorized by the County Board of Supervisors. This Master Agreement shall expire three (3) years after execution unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The District shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods and twelve (12) month to month extensions, pursuant to the same terms and conditions, for a maximum total Master Agreement term of six (6) years. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the County Board of Supervisors.

The District maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the District will exercise a Master Agreement term extension option.

- 4.3 Contractor shall notify the District when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the District at the address herein provided in Exhibit A.

#### **5.0 CONTRACT SUM**

##### **5.1 Maximum Contract Sum**

- 5.1.1 The combined total amount the District shall expend from its own funds for Heavy Equipment Maintenance and Repair services during the entire term of all Master Agreements executed for these services shall not exceed \$1,000,000 per year, in aggregate.
- 5.1.2 Contractor shall not be entitled to any payment by District under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Authorizations. In each year of this Master Agreement, the total of all amounts actually expended by District hereunder ("maximum annual expenditures") may not exceed amounts allocated to the

District by the County Board of Supervisors in their approved budgets. The District has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the District's express prior written approval.

**5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement**

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. This provision shall survive the expiration or other termination of this Contract.

**5.4 Invoices and Payments**

- 5.4.1 Contractor shall invoice District for providing tasks, deliverables, services and other work authorized pursuant to the Master Agreement.
- 5.4.2 Payment for all work shall be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Authorization less any amounts assessed in accordance with sub-paragraph 8.25, Liquidated Damages.

5.4.3 District shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Authorizations issued hereunder must receive the written approval of District Project Manager.

District may, upon notice to Contractor, withhold payment for any work or at any time Contractor has not provided District approved work.

5.4.5 The Contractor shall submit the monthly invoices to the District by the 15th calendar day of the month following the month of service.

5.4.6 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided the Contractor is not in default under any provisions of this Master Agreement. The Contractor shall email one (1) copy of the invoice to the following:

1. Dan Shuford, District Project Manager  
Email: [Dan.Shuford@fire.lacounty.gov](mailto:Dan.Shuford@fire.lacounty.gov)

Tom Sullivan, District Project Director  
Email: [Tom.Sullivan@fire.lacounty.gov](mailto:Tom.Sullivan@fire.lacounty.gov)

for review and approval of all invoices; and

2. [ffpod@fire.lacounty.gov](mailto:ffpod@fire.lacounty.gov) for review and approval of all invoices; and

3. [Fire-InvoiceSubmission@fire.lacounty.gov](mailto:Fire-InvoiceSubmission@fire.lacounty.gov) for payment of all invoices.

The Contractor's invoices shall include the following:

- Master Agreement Number
- Date(s) of Service
- A breakdown of labor hours and hourly rate  
i.e.: 3 hours @ \$20/hour = \$60.00

- Employee Name and Employee Number of District Employee who ordered or authorized the service.
- Brief description of services.
- Signature of authorized District employee. Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.
- The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Authorization.

#### **Time and Materials Work Authorization:**

Each invoice submitted by Contractor shall specify:

- District numbers of the Work Authorization and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Authorization; and
- Total amount of the invoice.

#### **Fixed Price Per Deliverable**

Each invoice submitted by Contractor shall specify:

- District numbers of the Work Authorization and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s)

assigned to the deliverable(s), and the individual amount being billed for each deliverable; and

- The total amount of the invoice.

## **5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.5.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF MASTER AGREEMENT – DISTRICT**

A listing of all District Administration referenced in the following subparagraphs are designated in Exhibit A. The District shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 District Contract Administrator**

*The responsibilities of the District's Contract Administrator include:*

- Ensuring that the objectives of this Contract are met; and

- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

## **6.2 District Project Director**

*The responsibilities of the District's Project Director include:*

- Coordinating with Contractor and ensuring Contractor's performance of the Master Agreement; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby; and
- Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to District policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.

## **6.3 District Project Manager**

6.3.1 The responsibilities of the District Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Authorization are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Authorizations;
- coordinating and monitoring the work of Contractor personnel assigned to the District Work Authorization specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Authorizations;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

- 6.3.2 The District's Project Manager, or authorized designee, is the approving authority for individual Work Authorization solicitations and executions.
- 6.3.3 District Project Managers are not authorized to make any changes in Work Authorization labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments in accordance with the Master Agreement, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 6.3.4 The District Project Manager is the chief contact person with respect to the day-to-day administration of this Master Agreement. The District Project Manager shall prepare and issue Work Authorizations and Work Authorization Amendments thereto, and generally be the first person for Contractor to contact with any questions.

## **7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR**

### **7.1 Contractor Project Manager**

- 7.1.1 Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the District in writing of any change in the name or address of the Contractor Project Manager.
- 7.1.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with District Project Manager on a regular basis with respect to all active Work Authorizations.

### **7.2 Contractor's Authorized Official(s)**

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B, Contractor's Administration. Contractor shall promptly notify District in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.



### **7.3 Approval of Contractor's Staff**

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide District with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

### **7.4 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Master Agreement as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.5.3 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its

obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

## **7.6 Confidentiality**

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G3.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.1.2 The Fire Chief or his authorized designee may, at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

#### **8.1.3 Addition of Skilled Categories/Technical Specializations**

If the District deems the addition of Skilled Categories or Technical Specializations necessary, an Amendment to the Master Agreement shall be prepared and executed by the Contractor(s) and by the Fire Chief or authorized designee to add or delete Skilled Categories or Technical Specializations.

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

8.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of

this sub-paragraph, District consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of District in accordance with applicable provisions of this Master Agreement.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 Complaints**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.4.1 Within ten (10) business days after the Master Agreement effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.
- 8.4.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses shall be sent to the District's Project Manager within five (5) business days of mailing to the complainant.

## **8.5 Compliance with Applicable Laws**

- 8.5.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives,

guidelines, policies, or procedures, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without District's prior written approval.

## **8.6 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

## **8.7 Compliance with County's Jury Service Program**

8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit D and incorporated by reference into and made part of this Master Agreement.

### **8.7.2 Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to the District's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section

2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the District's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of

“Contractor” and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor’s violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, District may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future District Master Agreements for a period of time consistent with the seriousness of the breach.

## **8.8 Conflict of Interest**

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District’s approval or ongoing evaluation of such work.

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.8 shall be a material breach of this Master Agreement.

## **8.9 Consideration of Hiring County Employees Targeted for Layoff or Re-employment**

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County



employees who are on a re-employment list during the life of this Master Agreement.

## **8.10 Consideration of Hiring GAIN-GROW Participants**

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

8.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.11 Contractor Responsibility and Debarment**

### **8.11.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

### **8.11.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if

warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.11.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

### **8.11.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed

decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.11.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

#### **8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit E, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

#### **8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.14 District's Quality Assurance Plan**

The District or its agent(s) will monitor the contractor's performance under this Master Agreement on not less than an annual basis. Such

monitoring will include assessing the contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the District determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/ corrective action measures taken by the District and the contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

#### **8.15 Damage to District Facilities, Buildings or Grounds**

- 8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.15.2 If Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by Contractor by cash payment upon demand.

#### **8.16 Employment Eligibility Verification**

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State

statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

#### **8.17 Counterparts and Electronic Signatures and Representations**

This Master Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Master Agreement. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The District and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

#### **8.18 Fair Labor Standards**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.19 Force Majeure**

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.20 Governing Law, Jurisdiction, and Venue**

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.21 Independent Contractor Status**

- 8.21.1 This Master Agreement is by and between the District and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.21.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 – Confidentiality.

## **8.22 Indemnification**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.23 General Provisions for all Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section and Section 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

### **8.23.1 Evidence of Coverage and Notice to District**

- Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to District at the address shown below and provided prior to commencing services under this Master Agreement.



- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any District required endorsement forms.
- Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Consolidated Fire Protection District of  
Los Angeles County  
Materials Management Division/Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001

Contractor also shall promptly report to District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify District of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or District.

### **8.23.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

### **8.23.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

### **8.23.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Master Agreement, upon which District immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. District, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to Contractor, deduct

the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.23.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **8.23.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.23.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.23.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **8.23.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to

provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.23.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

#### **8.23.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.23.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.23.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.23.14 District Review and Approval of Insurance Requirements**

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures.

## **8.24 Insurance Coverage**

- 8.24.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million
Fire Legal Liability	\$50,000

- 8.24.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.24.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 8.24.4 Garage Liability insurance (written on ISO form CA 00 05 or its equivalent) including coverage with limits of not less than the following:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	<b>\$2 million</b>
Products/Completed Operations Aggregate:	<b>\$2 million</b>
Personal and Advertising Injury:	<b>\$1 million</b>
Per Accident:	<b>\$1 million</b>

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractor's "owned," "non-owned," and "hired" vehicles, or coverage for "any auto" accident: **\$1 million each accident**

C. Garagekeepers Liability:

Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collision coverage, with limits not less than: **\$1.2 million per vehicle**

If Contractor provides repairs which do not require Contractor to take possession of any District Equipment, then Contractor is not required to possess Garagekeepers Liability insurance.

## **8.25 Liquidated Damages**

- 8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Authorizations, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the District's right to terminate this Master Agreement as agreed to herein.

## **8.26 Most Favored Public Entity**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to the District.

## **8.27 Nondiscrimination and Affirmative Action**

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding

companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the District may terminate or suspend this Master Agreement. While the County reserves the right to determine



independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

#### **8.28 Non-Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the District from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.29 Notice of Delays**

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.30 Notice of Disputes**

The Contractor shall bring to the attention of the District Project Manager and/or District Project Director any dispute between the District and the Contractor regarding the performance of services as stated in this Master Agreement. If the District Project Manager or District Project Director is not able to resolve the dispute, the Fire Chief, or his designee shall resolve it.

#### **8.31 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for

the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.32 Notice to Employees Regarding the Safely Surrendered Baby Law**

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

### **8.33 Notices**

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A, District's Administration and B, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Master Agreement.

### **8.34 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.35 Public Records Act**

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall

be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.36 Publicity**

- 8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

- 8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.36 shall apply.

### **8.37 Record Retention and Inspection-Audit Settlement**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor-Controller Contractor Accounting and Administration Handbook. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the District may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit

finds that the County's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

### **8.38 Recycled Bond Paper**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

### **8.39 Subcontracting**

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Master Agreement.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.
- 8.39.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this District right.
- 8.39.6 The District Project Manager is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of  
Los Angeles County  
Materials Management Division/Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001

before any subcontractor employee may perform any work hereunder.

#### **8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90

calendar days of written notice shall be grounds upon which the District may terminate this Master Agreement pursuant to sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### **8.41 Termination for Convenience**

8.41.1 District may terminate this Master Agreement, and any Work Authorization issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall immediately:

- Stop work under the Work Authorization or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to District all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Authorization shall be maintained by the Contractor in accordance with sub-paragraph 8.37, Record Retention and Inspection/Audit Settlement.

#### **8.42 Termination for Default**

8.42.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of District's Project Director:

- Contractor has materially breached this Master Agreement;

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Authorization issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Authorization issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.42.2 In the event that the District terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Authorization issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this



sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.
- 8.42.5 The rights and remedies of the District provided in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.43 Termination for Improper Consideration**

- 8.43.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.44 Termination for Insolvency**

- 8.44.1 The District may terminate this Master Agreement forthwith in

the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.45 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the District may in its sole discretion, immediately terminate or suspend this Master Agreement.

#### **8.46 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor

in writing of any such non-allocation of funds at the earliest possible date.

#### **8.47 Validity**

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.48 Waiver**

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.49 Warranty Against Contingent Fees**

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the District shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in

compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which District may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **8.52 Time off For Voting**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

#### **8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

#### **8.54 Intentionally Omitted**

#### **8.55 Compliance with Fair Chance Employment Practices**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

#### **8.56 Compliance with the County Policy of Equity**

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

#### **8.57 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Intentionally Omitted**

#### **9.2 Intentionally Omitted**

### **9.3 Ownership of Materials, Software and Copyright**

- 9.3.1 District shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the District all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.
- 9.3.2 During the term of this Master Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 District will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. District agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under sub-paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.

9.3.6 All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Master Agreement.

#### **9.4 Patent, Copyright and Trade Secret Indemnification**

9.4.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

#### **9.5 Limitation on Corporate Acts**

9.5.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days

prior to said action. Contractor shall notify the District's Contract Administrator immediately in writing of any change in Contractor's corporate name

9.5.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

9.5.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

## **9.6 Intentionally Omitted**

## **9.7 Intentionally Omitted**

## **9.8 Mandatory Requirement to Register on County's WebVen**

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven>. The District shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

## **9.9 Data Destruction**

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

[http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88\\_Rev.%201](http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88_Rev.%201)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's



boundaries. The District must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any District data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide District with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all District data was destroyed and is unusable, unreadable, and/or undecipherable.

## **9.10 Modifications**

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

## **9.11 Remedies of Non-Compliance**

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

## **9.12 Suspension**

9.12.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the

Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

- 9.12.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.
- 9.12.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.
- 9.12.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.
- 9.12.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

## **9.13 Transition of Contract Services**

### **9.13.1 Completion of Contract**

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

**AUTHORIZATION OF MASTER AGREEMENT FOR  
HEAVY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of July, 2021.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By \_\_\_\_\_  
Fire Chief

By Wm Nuss Repair Service, Inc.  
Contractor

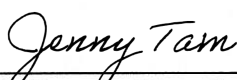
Signed: 

Printed: WILLIAM D. NUSS

Title: C.E.O.

APPROVED AS TO FORM:

\_\_\_\_\_  
RODRIGO A. CASTRO-SILVA  
County Counsel

By   
Senior Deputy County Counsel

May 12, 2021

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS  
FOR A SOLE SOURCE AMENDMENT TO EXTEND AGREEMENT NUMBER 77655  
WITH PUBLIC COMMUNICATIONS SERVICES, INC.  
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

**SUBJECT**

This letter provides advance notification to the Board, in accordance with Board Policy 5.100, that the Los Angeles County (County) Sheriff's Department (Department) and Probation Department (Probation) intend to enter into negotiations for a Sole Source Amendment (Amendment) to Agreement 77655 (Agreement) with Public Communications Services, Inc. (PCS). The Amendment will ensure uninterrupted telephone services (Services) for inmates and juveniles held in the Department's and Probation's facilities while the Department and Probation complete the solicitation for a successor contract.

**PURPOSE**

The current Agreement expires on October 31, 2021. The Amendment is needed to extend the term of the Agreement for one year, plus an option for up to six months in any increment, if needed. This extension will prevent the disruption of Services while the Department completes a solicitation for a successor contract, which is projected to be released in late summer 2021.

**BACKGROUND**

On December 31, 2009, the Department released a Request for Proposals (RFP) to solicit for the Services and sent notifications to 32 vendors via United States mail and/or e-mail. The RFP solicitation was also posted on the County's and Department's websites. On August 5, 2010, the RFP solicitation closed, and the Department received four proposals. An evaluation committee comprised of individuals from the Department and two other non-County agencies convened to evaluate the proposals. It was determined that PCS's proposal received the highest score and met all mandatory requirements as identified in the RFP.

On September 20, 2011, the Board approved the Agreement for Services with PCS with an initial term from November 1, 2011, through October 31, 2016, plus three additional one-year extension options, and one six-month option.

The Agreement was amended on eight additional occasions to exercise the option terms; add new County-mandated provisions; incorporate Federal Communications Commission (FCC) regulations that modified inmate telephone billing rates, implemented new FCC authorized ancillary services charges, eliminated Pre-Paid Phone Card; and add a Cardless Debit Phone Account feature.

On October 1, 2019, the Board delegated authority to the Sheriff to execute Amendment Number Nine to the Agreement that extended the Term of the Agreement through October 31, 2021, a total period of two years that included a final six-month option period, and added new County-mandated provisions.

**FISCAL IMPACT/FINANCING**

This is a revenue-generating Agreement. The County's commission will continue unchanged at 67.5 percent of the Total Billable Amount, or a Minimum Annual Guarantee of \$15 million for the Department and \$59,000 for Probation, whichever is greater, for each year of the Agreement. The County does not collect a commission on any ancillary service charges collected by PCS. Revenue generated from the Agreement is deposited by the Department into the Inmate Welfare Fund (IWF) and used for various educational, rehabilitative, and recreational programs, and for other projects that benefit the inmates. Revenue generated from the Agreement for Probation is deposited into Probation's Juvenile Institution Services Budget (JIS) account to benefit juveniles housed at their facilities.

**SOLE SOURCE JUSTIFICATION**

The Amendment is necessary for the continuation of Services while the Department completes its solicitation and implementation of a replacement contract. Approval of

this action will ensure uninterrupted telephone services for adults and juveniles incarcerated in the Department's and Probation's facilities. Additionally, it will allow for the continued funding of the IWF and JIS, which is the principle source of funding for inmate educational programs and benefits juveniles housed at Probation facilities.

**CONCLUSION**

Pursuant to Board policy, the Department will proceed with Sole Source negotiations in four weeks, unless otherwise instructed by the Board.

Should you have any questions, please contact Assistant Director David Culver, Fiscal Administration Bureau, at (213) 229-3260.

Sincerely,

Reviewed by,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

ADOLFO GONZALES  
CHIEF PROBATION OFFICER

AV:TKM:av

(Fiscal Administration Bureau - Contracts Unit)

c: Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager, CEO  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Analyst, CEO  
Rodrigo A. Castro-Silva, County Counsel  
Michele Jackson, Principal Deputy County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Adolfo Gonzales, Chief Probation Officer  
Timothy K. Murakami, Undersheriff  
Brendan J. Corbett, Assistant Sheriff  
Jorge A. Valdez, Chief of Staff  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Margarita Velazquez, Chief, Custody Services Division Specialized Programs  
Glen C. Joe, Assistant Division Director, ASD  
Hugo Macias, Commander, Custody Services Division General Population  
Rick M. Cavataio, Director, Fiscal Administration, ASD  
Kimberly L. Unland, Captain, Inmate Services Bureau  
Dave M. Pittack, Lieutenant, Inmate Services Bureau  
Dave E. Culver, Assistant Director, Fiscal Administration Bureau, Contracts Unit  
Irma Santana, Contracts Manager, Contracts Unit  
Vanessa C. Chow, Sergeant, ASD  
Kristine D. Corrales, Deputy ASD  
Abby R. Valdez, Senior Contract Analyst, Contracts Unit  
(Advance Notification – Public Communications Services 05-12-21)



**QUESTIONNAIRE FOR SOLE SOURCE AMENDMENT TO AGREEMENT NUMBER 77655  
WITH PUBLIC COMMUNICATIONS SERVICES, INC.**

It is the policy of the County to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions, which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

**NOTE:** Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

**DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES  
TO THE FOLLOWING QUESTIONS:**

**1. What is being requested?**

An extension period of one year, plus a six-month option period, to Agreement Number 77655 (Agreement) for Inmate Telephone System (ITS) and Services with Public Communications Services, Inc. (PCS aka GTEL) to allow the Los Angeles County Sheriff's Department (Department) and Probation Department (Probation) to complete its solicitation for a replacement contract without interruption of telephone services (Services) for adults and juveniles held in the Department's and Probation's facilities.

**2. Why is the product needed – how will it be used?**

The Services are required by the Department and Probation to provide inmates and juveniles a method of communicating with their family and attorneys, and accessing other public resources. These Services are needed to meet Department policies and maintain compliance with various California Penal Code and Code of Regulations Title 15 mandates.

**3. Is the "brand" of product the only one that meets the user's requirements? If yes, what is unique about the product?**

No, the Department is in the development stage of a solicitation for a successor contract. The solicitation is projected to be released late summer 2021.

**4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?**

An open and competitive solicitation for other vendors is currently being finalized, and is scheduled to be released in late summer 2021.

- 5. Will purchase of this product avoid other costs, e.g. data conversion, etc? Or will it incur additional costs, e.g. training, conversion, etc?**

Not applicable

- 6. Is the product proprietary or is it available from various dealers? Have you verified this?**

The services are available from other vendors, and a solicitation to invite other vendors to submit proposals is scheduled to be released in late summer 2021.

- 7. Reasonableness of Price. Does the County obtain a percentage discount or special discount not available to the private sector?**

This is a revenue-generating Agreement. During the requested extension, the County's commission will continue unchanged at either 67.5 percent of the amount collected for the Services, or the alternative Minimum Annual Guarantee of \$15 million to the Department and \$59,000 to Probation, whichever is greater.

Revenue generated from the Agreement is deposited by the Department into the Inmate Welfare Fund to pay for various educational, rehabilitative, and recreational programs, and for other projects that benefit the inmates. Revenue generated from the Agreement for Probation will be deposited into Probation's Juvenile Institutions Services Budget account to pay for programs that benefit the juveniles housed at their facilities.

- 8. What is the dollar value of existing equipment and the Purchase Order No. for the existing equipment?**

The Telephone Instruments used under the Agreement are owned by GTEL at no cost to County.

## SOLE SOURCE CHECKLIST

Department Name: \_\_\_\_\_

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: \_\_\_\_\_

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> <b>Identify applicable justification and provide documentation for each checked item.</b>
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

\_\_\_\_\_  
Chief Executive Office

\_\_\_\_\_  
Date